

*BRIGHTEST STAR IN THE COUNTY*

***AGREEMENT***

***BETWEEN***

***TOWN OF HOULTON***

***AND***

***AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES***

***AFL-CIO***

***LOCAL 1828-05, COUNCIL 93***

***EMERGENCY MEDICAL TECHNICIANS***

***EXPIRES DECEMBER 31, 2025***

***TABLE OF CONTENTS***

<b><u>ARTICLE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
	Agreement	3
1	Recognition	4
2	Non-Discrimination	5
3	Dues Check-Off	6
4	Responsibilities of the Parties	7
5	Hours of Work and Overtime	8-10
6	Rates of Pay	11
7	Leaves of Absence and Sick Leave	12-13
8	Paid Holidays	15
9	Vacations	16
10	Seniority	17-18
11	Grievance Procedure	19-20
12	Work Rules & Discipline	21-22
13	Insurance	23
14	Pensions	24
15	Notice Under Agreement	25
16	Miscellaneous Provisions	26-27
17	Response Time/Outside Employment	28
18	Employer's Facilities	29
19	Employee Training	30-31
20	Promotional Opportunity	32
21	Separation From Employment	33
22	No Strike Clause - No Lockout	34
23	Health and Safety	35-36
24	Final Resolution	37
25	Duration of Agreement	38

***APPENDICES***

A	Houlton Pay Scales for EMT's	39
B	Houlton Insurance Plan	40-41
C	Workers Compensation	42-43
D	Employee Sick Leave Certification	44
	Execution of Agreement	45

**AGREEMENT**

Agreement entered into as of January 1, 2023, by and between the Town of Houlton, Maine, (hereinafter called the Town) and by and between the American Federation of State, County, and Municipal Employees, AFL-CIO Council 93 and its affiliated Houlton Local 1828, (hereinafter called the Union).

***ARTICLE ONE***

***RECOGNITION***

- 1.1 The Town hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, in accordance with Chapter 9-A Title 26, as amended, respecting labor relations for public employees.
- 1.2 The term "employee" as used in the Agreement shall mean all employees classified as Emergency Medical Technicians of the Ambulance Services Department of the Town.
- 1.3 Except as otherwise specifically provided in the Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Town departments and the direction of the working force, including the right to plan, direct, and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, materials and equipment; to maintain the efficiency of the departments and their employees; to determine the manning of jobs; to create, revise and eliminate jobs; to establish and require observance of reasonable rules and regulations; to formulate and promulgate ordinances or other regulations incidental to the management of the Town affecting the public health, safety, and welfare; to hire and terminate to maintain order, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Town.

## *ARTICLE TWO*

### *NON-DISCRIMINATION*

- 2.1 The Town and the Union agree that there shall be no discrimination as a result of membership or non-membership in any Union.
- 2.2 The Town and the Union further agree that there shall be no illegal discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, or condition of handicap.
- 2.3 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 classification, regardless of sex, except where otherwise indicated by context.
- 2.4 The Town agrees not to interfere with the rights of employees to join or to refrain from joining the Union, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of Union membership, because of any employee activity in any official capacity on behalf of the union consistent with this contract, or because any employee pursuit of his/her rights guaranteed by law or this Agreement.
- 2.5 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## **ARTICLE THREE**

### **DUES CHECK - OFF**

- 3.1 Upon receipt of a signed voluntary authorization by and employee, the Town shall deduct from the employee's wages the weekly Union membership dues payable by him to the Union during the period provided for in said authorization.
- 3.2 The Town will deduct the authorized amounts on the pay day in the week for the preceding week. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last pay period. The Town shall furnish the Treasurer of the Union monthly with a record of those employees for whom deductions have been made and the amounts of the deductions.
- 3.3 The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon signed authorization cards furnished to the Town by the union or for the purpose of complying with any of the provisions of this Article.
- 3.4 The Union will give the Town fifteen (15) days' notice of any change in the amount of union dues to be deducted. If any improper deduction is made, the Union shall refund directly to the employee any such amount.
- 3.5 In addition to the above authorization employees may authorize deductions to be paid to the Union for such other purposes that the Union may establish. The Town shall itemize such authorization in the same manner as provided for dues in 3.2.

The employees shall have the right to revoke such authorizations at any time with written notice to the Union and the Town. Should the number of deductions become administratively burdensome the Town shall notify the Union and both parties shall take steps to limit or reduce such additional deductions.

- 3.6 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 FOUR**

**RESPONSIBILITIES OF THE PARTIES**

- 4.1 This Agreement is intended to set forth rates of pay, hours of work and other mutually agreed upon conditions of employment, so as to promote orderly and peaceful relations with the Town personnel, and to achieve the highest level of performance consistent with safety, good health, and employee effort, and promote the general welfare of the Town of Houlton, its citizens, and its employees.
- 4.2 Unless otherwise specified, any action by the Town or its administration affecting wages, hours, or other mutually agreed upon conditions of employment, shall be subject to the right of the Union to represent the employee(s) on the issue and to the Grievance and Arbitration Procedures of this Agreement.

## *ARTICLE FIVE*

### *HOURS OF WORK AND OVERTIME*

- 5.1 Work Schedule: It is recognized that employees' daily and weekly schedules and shift assignments are based on the operating requirements and subject to change. The Town will provide 10-day notice for any non-emergency changes in the daily or weekly schedule. The employees' current basic schedule shall not be changed without the Town first negotiating such changes with the union. The parties will meet within thirty (30) days of the notification of work schedule changes to negotiate such changes.
- 5.2 Work week: ~~The normal schedule shall consist of twenty four (24) hours on duty. The work cycle shall normally be two forty eight (48) hour weeks with 8 hours paid at the employee's overtime rate, and one seventy two (72) hour weeks with 32 hours paid at the employee's overtime rate in any order.~~ The normal schedule shall consist of twenty-four (24) hours on duty, twenty-four hours on call (voluntary on-call), and forty-eight hours off duty. The normal cycle shall consist of forty-two hours per week. Week #1, forty-eight hours, week #2, forty-eight (48) hours, week #3, forty-eight (48) hours, week #4, twenty-four (24) hours in any order for an average of 42 hours per week. The Town will continue its utilization of the employee designated as "swingman" for the purpose of filling in shift vacancies in both the fire and ambulance services.
- 5.3 Meal Breaks:
- a) There will be two (2) paid meal breaks during a twenty-four (24) hour workday. Each of these shall be of one (1) hour duration and shall occur at regular intervals, normally between the hours of 7:00 a.m. and 7:00 p.m. but may occur anytime during the twenty-four (24) hour workday. Variation is permissible based on: (1) operational needs, (2) emergencies, (3) matters affecting the health, safety, and welfare of the citizens of Houlton.
  - b) No employee shall leave the station during a meal break without approval of the department head. Whether to grant such leave shall be the sole discretion of the department head. In no case, however, shall an employee, during such break: 1) Travel beyond urban compact limits. 2) Conduct private business.
  - c) No employee shall, without approval of the department head, utilize a Town vehicle for travel during a meal break. Whether to grant such approval shall be the sole discretion of the department head.
- 5.4 Overtime: Reasonable overtime requirements may be an exception to the standard work week referred to above. The Town will attempt to distribute the overtime work, when scheduled or required, equitably among unit employees. Emergency Medical Technicians shall receive overtime for regularly scheduled, fill-in, shift work at the rate of time and one-half (1 1/2) the base hourly rate of pay provided the conditions under 5.5 are met in any work week for all hours worked. Emergency Medical Technicians will utilize the following guideline for distribution of overtime:



- \* there will be 2 overtime lists, one for full shifts and another list for partial shift vacancies
- \* each list of full time employees will be listed by seniority
- \* overtime will be offered to the employee at the top of the list who is not working the shift
- \* Employees on vacation will not be rotated if they refuse the overtime shift
- \* the employee who accepts the vacant shift and any employee who refuses the overtime shift shall be logged and rotated to the bottom of the appropriate list
- \*Overtime shifts cannot be swapped
- \*One refusal of an overtime shift equals one shift or one overtime event
- \*An employee who is out on illness or injuries for more than 30 days shall not accumulate any additional overtime shifts that he would have been available for if he/she was working his normal schedule.

5.5 Hours Worked: For the purposes of this Article, hours worked shall mean only hours actually worked, vacation time, and Comp time.

5.6 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision to this Article or Agreement.

5.7 Swapping of Shifts: Employees wishing to swap shifts shall give verbal notice 2 days prior thereto to the department head stating the duration of the swap, the employee who has agreed to cover the shift and the employee who will be on-call to the department. The time periods may be waived for good cause by the department head or his designee. The department head in the exercise of discretion within this article shall give due consideration to proper coverage and scheduling for the department.

5.8 Call Back: Any employee called to work outside his regularly scheduled shift shall be paid a minimum of 3 hours at the appropriate rate of pay. The on-duty crew will be the first priority for determination of calling-in additional staff. If they are unable to make the determination, the dispatchers will call additional staff based on the facts they have.

Call back time shall not be annexed consecutively to either end of the work shift.

5.9 The Town and Union acknowledge that it has been the practice to utilize a swingman to assist in the staffing and scheduling of the Houlton Fire Department and Houlton Ambulance Department and agree as follows:

- A. The swingman may fill in for vacations and sick shifts as per past practice;
- B. The Town will continue its practice of working the swingman on a non-standard flexible work shift as per Article 5.2 with both the Fire and Ambulance Service;

- C. Employees have the option of taking comp time for overtime assignments with Town approval subject to operational and budget constraints; and
- D. The Town shall have the option of giving comp time on an hour for hour basis for non-shift work assignment.

5.10 ~~On Call Employees completing their 24 hour on duty shift (shift physically required at station) will be subject to the next 24 hours on call unless a replacement is found and at least one member of the on-call team is licensed at the EMT-Intermediate level or above and the other member is EMT-Basic or above. If an employee is not taking his on-call shift he/she is required to start calling staff to take their place starting at the top of the EMS On Call List and working down. Employees covering shifts due to other's sick time or vacations will be responsible for covering the on-call time as follows: On Call shifts are voluntary.~~

On-call employees shall receive \$5.00 per hour for each hour an employee is on-call. During any period for which the employee is called on duty, the employee shall receive the appropriate rate of pay effective pursuant to this contract. On call employees shall receive \$5.00 per hour for each hour an employee is on-call during the holidays of Presidents Day, Patriots Day, Martin Luther King Day, Indigenous Peoples' Day, Veterans Day and the day after Thanksgiving. On call employees shall receive \$6.00 per hour for each hour an employee is on-call during the holidays of Christmas Day, New Year's Day, the 4<sup>th</sup> of July, Thanksgiving Day, Friday after Thanksgiving Day, Labor Day, and Memorial Day.

***ARTICLE SIX***

***RATES OF PAY***

- 6.1 The Town and the Union recognize the principle of a fair day's work for a fair day's pay.
- 6.2 The rates of pay of all employees are set forth in Appendix A, hereof.
- 6.3 The Town's policy shall be to pay new employees at rates which will bear a fair relationship to the rates paid employees in the same classification, so as to avoid the inequity of paying new employees at rates higher than those received by old employees.
- 6.4 Effective July 1, 1994, Employees shall be paid at the rate of time and one-half for all hours worked over forty (40) hours in one seven-day cycle.
- 6.5 Retroactivity: Any wage adjustments caused by the increases set forth in this wage schedule shall be retroactive to January 1, 2023, and shall only apply to those union member employees currently employed by the Town at the time of signing.

## *ARTICLE SEVEN*

### *LEAVE OF ABSENCE AND SICK LEAVE*

- 7.1 Medical leaves of Absence: The Town will provide medical leave benefits in accordance with the State and Federal Family Medical Leave Acts.

When an employee has exhausted all accumulated sick time, compensatory time, and vacation time and remains unable to work, the employee will be required to take any remaining Family Medical Leave entitlement. Time spent out of work on FMLA will not count as service for the purpose of calculating the employee's seniority, compensatory time, sick time, holiday pay, or vacation time. The Town may at its discretion require a note from a doctor.

- 7.2 After an employee has exhausted his/her sick leave, vacation time, compensatory time and FMLA leave, the Town may grant up to a three (3) month leave of absence, without pay and benefits, in the case of prolonged illness or disability of an employee. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

Upon the request of the employee, the Town may grant up to three (3) months' leave of absence, without pay and benefits, for parenting leave. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

- 7.3 non-Medical leave of Absence: Upon the request of the employee, the Town may grant up to three (3) months' leave of absence without pay, for general leave of absence for the personal business of an employee. Such leave shall not be used by an employee for the financial gain of the employee. No employee shall receive salary or town-paid benefits such as health insurance, or non-accumulated unearned vacation, holiday pay, etc., while on a non-medical leave of absence. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

- 7.4 Sick leave shall accrue at the rate of one (1) day for each full calendar month of employment commencing from the installation of sick leave on January 1, 1972. New employees who become permanent will be credited with six (6) days of sick pay at their applicable salary rate and will receive credit for one (1) additional day for each month worked. After a 30-day absence an employee shall not accumulate vacation time or sick days.

- 7.5 All employees will be permitted to accumulate unused sick pay up to a maximum of ~~one hundred thirty~~ (130 98 days). (See Appendix D for policy regarding Workers Compensation)

- 7.6 To be eligible for sick leave pay under the Article, reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident will be required. An employee is expected to report his absence as

soon as possible and keep his superior informed of his progress and anticipated day of return.

- 7.7 Employees utilizing sick leave in excess of the Town average annual sick leave usage (to be calculated as of January 1, each year) may be required to utilize the certificate provided in Appendix F. This does not affect the Town's ability to require a physician certificate as provided in 7.6.
- 7.8 Sick leave pay will not be applicable to any day or days during which the employee would not otherwise be at work.
- 7.9 Employees shall be required to provide satisfactory evidence of ability to return to work after such employee has been absent more than five (5) days. Satisfactory evidence is intended to mean a certification by a qualified physician.
- 7.10 Jury Duty: An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service based on the employee's regular daily straight time rate. Satisfactory evidence must be submitted to the employee's immediate supervisor.
- 7.11 Funeral Pay: The Town will permit absence with pay, necessitated by death or funeral in an employee's immediate family, up to a maximum of three (3) calendar days.

"Immediate Family" includes, wife, husband, son, daughter, mother, father, brother or sister of employee, domestic partner, and close beloved relative or close relatives through marriage whose relationship may be determined by the Town Manager."

- 7.12 Employees who utilize no more than forty-eight (48) hours of sick leave for twelve (12) consecutive months during the calendar year January 1, through December 31, shall be eligible for an additional twenty-four (24) hours personal time to be utilized during the succeeding calendar year. Final determination on scheduling shall rest with the department head and will be based on the needs of the department. The department head shall give due consideration to the request for scheduling by the employee.
- 7.13 National Guard Training: An employee called to service not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reasons of such service, based on the employee's regular straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such a service.
- 7.14 Union representatives will not be compensated for time spent in Union meetings or conventions, in handling internal Union affairs, or in preparing for Union/Town meetings.

- 7.15 Union grievances adjustment meetings will be scheduled by the Town at a time that is reasonable for both parties and that will minimize or avoid lost working time. However, if such meetings are held during working hours the employees involved shall be paid at straight time rates.
- 7.16 Employees accepting employment or conducting a business during a leave of absence, or any extension of such leave shall be terminated from the employment of the Town.
- 7.17 Military leave of absence shall be granted by the Town in accordance with existing state and federal statutes.
- 7.18 Employees who have accumulated more than 98 sick days may elect to place the days in excess of 98, up to a maximum of 30 days, into a "sick day bank" for the potential use by other town employees in the same bargaining unit. The decision to grant days from the "bank" will be made by a committee comprised of the Fire Chief, Union Steward, and one member of the bargaining unit. The awarding of days from the "bank" shall be by majority vote of the committee.
- 7.19 Employees retiring from service with the Town, who have at least 15-years of service, Will be paid up to twenty (20) sick days a (one sick day is equivalent to 12 hours pay) if they have sufficient days available, at the time of separation.
- 7.20 An employee may use up to eighty (80) hours per year of his or her sick time when required to take care of an immediate family member consistent with 26 M.R.S.A. Section 636. To be eligible for sick leave under this Article, reasonable evidence (including in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident may be required. An employee is expected to report his absence as soon as possible and keep his superior informed of his progress and anticipated day of return.

***ARTICLE EIGHT***

***PAID HOLIDAYS***

8.1 The following shall be recognized as paid holidays:

New Years Day	Labor Day
Washington's Birthday	Indigenous Peoples' Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth (8 Hour Day, not included in calculation of overtime)	
Independence Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day

8.2 Emergency Medical Technicians shall be paid the cash equivalent of 8 hours of straight time hourly base pay for each of the holidays listed above. The holiday payment shall be made on the payroll of the week in which the holiday occurs or is observed.

**ARTICLE NINE**

**VACATIONS**

9.1 Each permanent employee shall be entitled to vacation benefits according to the following schedule:

<u>Years of Service</u>	<u>Vacation and Pay</u>
✓ One (1) year of continuous service	Two (2) weeks
✓ <i>(No accrual until after probation at which time one week could be used.)</i>	
✓ Five (5) years of continuous service	Three (3) weeks
✓ Ten (10) years of continuous service	Four (4) weeks
✓ Fifteen (15) years of continuous service	Five (5) weeks

NOTE: See Section 9.5 for the definition of a work week.

9.2 Vacation benefits are computed on an anniversary year basis.

9.3 Vacations due in any vacation year must be taken during that year except that employees will be allowed to accumulate fifty percent (50%) each year up to a maximum of five (5) weeks. In general, employees shall take time off to which they are entitled.

9.4 Any employee who is laid off, dies, is pensioned, resigns, or is discharged, shall be entitled to vacation and vacation pay in accordance with the schedules and eligibility requirements contained in the paragraph prorated to the date his active employment ceased. If an employee dies during the service with the Town, the vacation pay accumulated shall be paid to the widow, widower, or child(ren) or another specifically designated beneficiary.

9.5 Vacation pay shall be equal to the normal base weekly pay of the employee. Emergency Medical Technicians shall take earned vacation days on a "shift" basis. That is, one week equals two (2) shifts, two (2) weeks equal ~~five (5)~~ 4 shifts, three (3) weeks equal ~~seven (7)~~ 6 shifts, four (4) weeks equal ~~ten (10)~~ 7 shifts and five weeks equal ~~twelve (12)~~ 9 shifts.

9.6 Senior employees shall have the preference in selecting the time they wish to take their vacation. The Town will also give due consideration to special circumstances pertaining to individual vacation requests. The Town will schedule no more than one person each from both the Firefighter and Emergency Medical Technician bargaining units to be on vacation during the same period. The Town will maintain the practice of using part-time employees to fill both scheduled vacant shifts and take out-of-town trips when necessary. The final determination shall rest with the department head subject to the needs of the department.



## *ARTICLE TEN*

### *SENIORITY*

- 10.1 For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his years of service or employment with the Town unbroken by any of the reasons for termination of seniority specified in Section 10.4 Seniority.
- 10.2 The first six (6) months of employment shall be considered a probation period, as required by Maine Title 30-A, Section 2701, to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Town may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. Unless otherwise expressly provided herein, a probationary employee will not be entitled to any of the fringe benefits provided for in this Agreement except holiday pay.
- 10.3 Ability to perform the job or work as used in this Article means the employee can perform the work of the job in a satisfactory manner subject to concurrence by the respective foreman.
- 10.4 Seniority for all purposes shall be terminated for any of the following reasons:
  - A. Voluntary quit.
  - B. Discharge for just cause.
  - C. Failure to report for work within four (4) working days' notice of recall is given; however, if the Town is advised by the recalled employee, either in person or in writing, within said period that he will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee or death in the immediate family.
  - D. Absence for three (3) consecutive working days without reporting to the Town unless impossible to do so.
  - E. Failure to report for work at the end of a leave of absence or extension thereof.
  - F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
  - G. Retirement.
- 10.5 All employees entering the bargaining unit covered by the Agreement from any other department of the Town will be considered as new employees for the purpose of seniority

in regard to layoff, recall, promotion, transfer, and vacation selection but will carry all seniority for retirement purposes.

- 10.6 An employee promoted to a supervisory position or transferred outside of the bargaining unit shall not lose his seniority but shall not accumulate seniority for the time worked outside the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year.
- 10.7 A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire.

Seniority shall be considered in all matters affecting work shift preference, and vacation preference. Layoffs shall be in the inverse order of seniority. Recall will be in the inverse order of layoff. In the event that a layoff occurs within a classification containing only one employee, that employee may replace by seniority an employee in another job in the bargaining unit which, in the opinion of the Town, after consultation with the Union, he is capable of performing, provided he has more seniority in the bargaining unit than the employee replaced. Employees will receive a layoff notice of no less than two calendar weeks.

A person who has been laid off will maintain his seniority for twelve (12) months. Employees shall be recalled in the reverse order in which they are laid off. Employees who are recalled on a temporary basis shall have such time credited towards maintaining their recall status.

The term promotion means the advancement of any employee to a higher paying position or by reassignments of an employee to a new or vacant position of a permanent nature.

Whenever a unit job opening occurs, other than a temporary position, the job shall be posted. The Town will afford preference for regular employees based upon a combination of ability, qualification, and seniority. Should this procedure prove to be not successful, the Town shall hire staff from outside the Town employment ranks. Records of support and supervisor's evaluations shall be utilized, when available, in this procedure.

## *ARTICLE ELEVEN*

### *GRIEVANCE PROCEDURE*

- 11.1 A grievance is defined as being a dispute between the parties as to the meaning or application of a specific provision of the Agreement or a claim that the Town has taken disciplinary action without just cause.
- 11.2 It is the intention of the parties that grievances be settled at the lowest step possible.
- 11.3 Definition: For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance. Working days will be defined as Monday through Friday inclusive excluding only those holidays observed by the contract.
- 11.4 Procedure: Step 1: The aggrieved party(ies) shall bring the grievance(s) orally to the attention of the department head or designee within (5) working days of its occurrence. The department head or designee shall respond within three (3) working days.
- Step 2: If the grievance is not settled at Step 1, the Union may appeal the grievance in writing to the department head or designee within seven (7) working days after receipt of the written grievance. The department head shall give his written answer within ten (10) working days after receipt of the Step 2 appeal.
- Step 3: If the grievance is not settled at Step 2, the Union may within ten (10) working days of the date on which the Step 2 response is due appeal the grievance in writing to the Town Manager or designee with copies to the department head. The Town Manager shall respond within fifteen (15) working days after receipt of the grievance.
- Step 4: If no satisfactory settlement is reached in Step 3, the Union may within twenty (20) working days of receipt of the manager's response request arbitration of any grievance which involves the interpretation or application on a specific term or provision of this Agreement and subject to Section 1.3 of Article One and further, only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the provision of this article. If the Town and the Union are not able to agree on the selection of an Arbitrator within a period of seven (7) days after the date of such request, such grievance may be referred by either party to Federal Mediation and Conciliation Service or the Maine Board of Arbitration and Conciliation for the selection of an arbitrator in accordance with the rules and obtaining of the service. If the grievance is not so referred to within thirty (30) days after the request for arbitration, it shall be considered settled and shall no longer be subject to arbitration hereunder. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provision of this Agreement. The

parties shall share equally in the compensation and the expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

- 11.5 General grievances may be introduced at Step 2. Upon request, the Town Manager and the Union will hold a grievance meeting bi-monthly.
- 11.6 Time periods specified in this procedure may be extended by mutual agreement.
- 11.7 Nothing in this Article shall diminish the right of an employee, covered hereunder, to present his own grievance as set forth in MRSA, Title 26, Section 967.
- 11.8 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and he shall have no power to add to or subtract from, alter or modify any of said provisions.

## *ARTICLE TWELVE*

### *WORK RULES AND DISCIPLINE*

- 12.1 The Town may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules of amendments thereto shall be posted on the bulletin board for a period of five (5) working days prior to becoming effective. It shall be the responsibility of the employees to read the bulletin board daily.
- 12.2 Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations as the Town now has or may adopt which do not contradict the provisions of this Agreement. Should there be any doubt as to the employee's obligations he shall comply with the rules and then grieve if he feels he has been wronged. All suspensions and discharges shall be for just cause including (subject to Article 10.2) but not limited to, violations of any rules adopted above and of provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employee, and the Union within five (5) working days of the date action was taken.
- 12.3 All discipline infractions placed in an employee's file which are received for an infraction that is not subject to suspension shall be purged from the file if there is no disciplinary offense within the next six (6) months subsequent. All serious offenses (suspensions but less than dismissal) shall be purged from the file if no reoccurrence of discipline action is received by an employee within an eighteen (18) month period after the serious offense. This does not preclude management from noting the type and date of discipline on the employee's record (e.g., verbal reprimand 6/12/75).
- 12.4 It is agreed that any employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked and shall receive no seniority time during such suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State or Maine. Such restoration will not be automatic but will be decided by the Town on a case-by-case basis.
- 12.5 The reasons listed below are not all inclusive but are illustrative of behaviors which may be grounds for disciplinary action:
- a) Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs.
  - b) Failure to follow reasonable orders of superiors.
  - c) Being habitually late or tardy.
  - d) Intentionally failing to perform the duties of the position properly.
  - e) Negligent or willful damage to Town property.
  - f) Conviction of theft or any felony.
  - g) Dishonesty, including falsification of official reports or records.
  - h) Use of abusive language to the public.
  - i) Negligently endangering the safety of other employees or the public.

- j) Abuse of sick leave.
- k) Bribery.

12.6 Disciplinary actions or measures shall include the following:

Verbal Reprimand  
Written Reprimand  
Suspension  
Discharge

Disciplinary measures need  
not be applied in sequence  
and will be applied based  
on the nature of the infraction.

12.7 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with such restoration of seniority rights and pay for the time lost as the equities of each case may determine.

12.8 If the Ambulance Director has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## *ARTICLE THIRTEEN*

### *INSURANCE*

- 13.1 The Town agrees to maintain in effect an insurance plan for all employees who have completed their probationary period, so long as they remain on the Town's payroll. A summary of the benefits to be provided under said plan is set forth in Appendix C hereto.
- 13.2 Grievances of employees based upon claims under the Article shall be adjusted in accordance with the provisions of the applicable insurance contract and law.
- 13.3 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Town, the disposition hereunder shall be subject to negotiations and mutual agreement and to the Grievance and Arbitration Procedures of this Agreement.
- 13.4 Effective January 1, 2015, the Town will provide an IRS sanctioned Health Care Spending Account for employees covered under the Town's health insurance plan. The Town will deposit, in January of each year, \$350 into each employee's account if they are covered for single health care, \$430 if covered for employee with children or \$470 if covered for employee with family. Employees may also make deposits into their account via payroll deduction.
- 13.5 The Town may provide employees with a "Wellness Program" as offered by the Maine Municipal Health Trust, for the purpose of promoting and facilitating employee health and wellness.
- 13.6 Employees choosing to opt -out of the Town' health insurance coverage will be reimbursed on a monthly basis provided they qualify for the Town's coverage, according to the following table:
- Employee and Family Coverage Replaced Entirely: (limited to one (1) stipend per family unit) \$700 per month
  - Family Coverage Replace with Employee Only with Child Coverage: \$450 per month
  - Employee/Child Coverage Replace with Employee only coverage: \$250 per month

Employees must annually provide proof of insurance from the other provider before payments can commence and must notify the town within 30 days of any changes in coverage.

## ***ARTICLE FOURTEEN***

### ***PENSIONS***

- 14.1 The Town of Houlton is a participating member of the Maine Public Employees Retirement System. ~~The Town shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411 Chapter 803, Sec. 7, Paragraph A (Regular Benefit Plan AC).~~ (NEW PLAN 25 years/55 age) The Town further agrees to continue to participate in the cost of pension payments under the options currently in effect. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan contribute to that Plan.

#### **Retirement Notification and Process:**

Requires six (6) months advance time to process the paperwork. Employee should notify the Town Office and the Maine State Retirement System. The retirement form is available at the town office and must be signed before the town processes any paperwork.



**ARTICLE FIFTEEN**

**NOTICE UNDER AGREEMENT**

- 15.1 Whenever written notice to the Town is provided for in this Agreement, such notice shall be addressed to the *Town Manager, 21 Water Street, Houlton, Maine 04730*.
- 15.2 Whenever written notice to the American Federation of State, County, and Municipal Employees Council 93, AFL-CIO, Local 1828, is provided for in this Agreement, such notice shall be addressed to *Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, 20 Winter Street, Augusta, Maine 04330*. Copy to unit chairman in Houlton.
- 15.3 Either party by written notice may change the address at which future written notice to it shall be given.
- 15.4 All written notices to the Town or Union, respectively, will be deemed to have been properly given if delivered to the Manager and to the Chairman of the Union respectively.

## *ARTICLE SIXTEEN*

### *MISCELLANEOUS PROVISIONS*

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Town and the Union agree to meet and negotiate a replacement or alteration clause within thirty (30) days of the declaration of invalidity of any such clause(s).
- 16.2 Copies of this Agreement shall be printed at the expense of the Town within thirty (30) days after the Agreement is signed and presented to all of this bargaining unit employees as stated in Article 1 now employed or hereafter employed by the Town.
- 16.3 The Town agrees to furnish suitable bulletin boards in mutually agreed upon, convenient places in work areas used by the Union. The secretary of the Union shall be responsible for maintaining said boards in a clean and timely fashion.
- 16.4 The Union shall limit its posting of notices and bulletins to such bulletin boards. All such material may be subject to review and approval by the Town Manager or his designee.
- 16.5 The Town agrees that during working hours, on the Town's premises, and without loss of pay, Union representatives shall be allowed to post Union notices. (Unit secretary only.)
- 16.6 The Town agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives shall have access to the premise of the Town to conduct Union business. Such access shall be subject to the following:
  - A. Shall first stop at the Town Office and inform the Manager of his presence and the purpose for his visit.
  - B. Shall not interfere with or disrupt the normal work schedule of any Town employees.
  - C. Shall make only those visits which have to do with problems relating to the Town of Houlton employees covered by this Agreement.
  - D. The Town Manager shall make the final determination in the application of the provisions of this Section.
  - E. Any such action by the Town to this Section shall be subject to the Grievance and Arbitration provisions of this Agreement.
- 16.7 The names of employees selected as local officers and the names of other Union representatives who may represent employees shall be certified in writing to the Town by

the local Union. Said list shall also include the individuals certified by the Union as its grievance committee.

- 16.8 If any employee is required by the Town to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Town. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employee. The determination for the application of this section 16.8 shall be made exclusively by the Town. However, the protective clothing or equipment shall be in keeping with N.F.P.A. standards, or above.
- 16.9 The Town will provide a five hundred-dollar (\$500.00) clothing allowance per year for each member of the unit. The manner of distribution and procurement of clothing shall be in accordance with the current Ambulance Department policy.
- 16.10 The Town Policies regarding Computer Use, Sexual Harassment, and Drug Free Workplace, as they may exist from time to time, are incorporated into this Contract by reference. If the Town amends any of these policies, the Union will be provided with advance notice of any proposed changes.
- 16.11 Employees performing out-of-town transport shall be reimbursed for meals up to \$18 per meal. If the duration of the trip requires two meals, both will be reimbursable. Detailed Receipts for all meals will be required prior to reimbursement. The Employee must bring their receipts directly to the Town office to be reimbursed.

## *ARTICLE SEVENTEEN*

### *RESPONSE TIME/OUTSIDE EMPLOYMENT*

- 17.1 ~~Residency: Employees must reside within Town limits or in a residency that would allow for a response time of no greater than ten (10) minutes. This does not apply to current employees (as of 7/1/80) except that any subsequent relocation of residency cannot result in an increase of their present response time.~~
- 17.2 Outside Employment: Emergency Medical Technicians will not engage in outside employment, which might in any way hinder the proper performance of their duties as employees of the Town or impair the efficiency of the Ambulance Services Department. Emergency Medical Technicians who wish to obtain outside employment must first sign the following waiver and file the same with the Town Clerk.

"The undersigned, an employee of the Town of Houlton, does hereby waive and release said Town from any labor expense or costs because of any injury or sickness incurred by reason of any employment accepted by the undersigned other than as an employee of said Town. I further release the Town for any claim for salaries, wages or other benefits during any absence caused by such injury or sickness."

Outside employment shall not be acceptable, if any of the following conditions apply or develop:

- 1) Where secondary employment would involve the Emergency Medical Technician's appearance in Town uniform or involve use of Town equipment without permission from the Department Head.
- 2) Where secondary employment had an adverse effect on the Emergency Medical Technician's ability to discharge the duties and responsibilities of his Town job.
- 3) Where an Emergency Medical Technician might be considered to be using his Town position to influence his outside employment.
- 4) Where response time to an alarm would be over ten (10) minutes. The Town is of the understanding that Emergency Medical Technicians may find it necessary to make infrequent, irregular trips outside of the Town.

Emergency Medical Technicians who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Town of Houlton. All Emergency Medical Technicians are subject for call and overtime duty and no secondary employment may infringe on this obligation except with written permission of the Director of the Ambulance Services Department.

**ARTICLE EIGHTEEN**

**EMPLOYER'S FACILITIES**

- 18.1 The Union recognizes the right of the Town to maintain exclusive control over its facilities, equipment, tools, and other property and their utilization. Any use of Town facilities, equipment, tools, and other property by employees for personal benefit shall occur only with the permission of the Department Head. Such permission will not be unreasonably withdrawn.

The exercise of the provisions of this Article in the performing of personal routine maintenance shall be limited to:

- (1) Hours of the day after 5:00 p.m. if on duty with permission of the Department Head.
- (2) Sundays (all day) with permission of the Department Head.
- (3) On days off with permission of the Department Head.

## ***ARTICLE NINETEEN***

### ***EMPLOYEE TRAINING***

- 19.1 As a condition of employment an employee must successfully complete training to the State Licensing level for licensing as a Basic Emergency Medical Technician. Such training shall be completed within the time frame required by the State. Persons holding such a valid license at the time of employment or who obtain a waiver from the proper authority shall have met the obligation of this section. The Town shall maintain, at Town expense, the State level for those who are already or may be at that level in the future. The employee shall, as a condition of continued employment, complete such training and other requirements as may be promulgated by the M.D.H.S. for the periodic renewal of the Basic Emergency Technician License.
- 19.2 The employee shall participate in any other training which the Town may, from time to time, require. Ambulance and Fire co-training will be on a voluntary basis except for the position of "swingman" where such training will be mandatory.
- 19.3 The Town will pay for the tuition and board and room and round-trip mileage at the prevailing Town rate or provide a vehicle which shall be at management's discretion which may be associated with training which it requires.
- 19.4 All employees shall maintain certifications at their highest level of certification achieved during the term of their employment.
- 19.5 All new employees hired at the Basic EMT level shall achieve the Paramedic Certifications within five years of their employment date. All new employees hired at the Intermediate EMT level shall achieve the Paramedic Certifications within four years of their employment date. All current employees shall achieve Paramedic Certification within four years of the execution of this agreement. Time may be extended to allow the completion of Paramedic certification at management discretion. New employees' probationary period shall be extended only for the achievement of their certification and for no other reason.
- 19.6 The Town will provide shift coverage for shift vacancies for periods when employees are involved in attending EMT Basic or Intermediate or Paramedic certification classes. Attending EMT Basic or Intermediate or Paramedic certification classes shall not affect employees' regular weekly compensation. The Town will pay the wages for any employee up to seventy-two (72) hours every three years for attending Advanced Cardiac Life Support, Pre-Hospital Trauma Life Support, Pediatric Advanced Life Support, Ambulance Vehicle Operator Course, or any other mandatory class previously approved by the Town on the employee's days off.
- 19.7 The Town will provide three (3) hours per month for general purpose training if approved by the Chief and it meets all continuing education requirements.

- 19.8 Employees certified as having completed HazMat/WMD Operations Training shall receive a stipend of \$0.1500 per hour. For employees enrolling in training for the first time the stipend will be paid at the time of enrollment and remain in place as long a good faith effort is made by the employee to complete the training and/or training is completed.

***ARTICLE TWENTY***

***PROMOTIONAL OPPORTUNITY***

- 20.1 Eligible employees are encouraged to apply for non-unit vacancies within the Town service which represent promotional or advancement opportunities. Employees shall be provided with equal opportunities for consideration for such positions. For purposes of this Article the term promotion shall mean the advancement of any employee to a higher paying position.

Permanent job opportunities within the department shall be posted to enhance the Town's Affirmative Action efforts.



**ARTICLE TWENTY-ONE**

**SEPARATION FROM EMPLOYMENT**

- 21.1 Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day.
- 21.2 In all cases of voluntary separation the employee shall provide the Town with written notice of intent to terminate employment ten (10) calendar days prior to such termination. Failure to provide such notice shall be grounds for refusal to recommend or to rehire the employee.
- 21.3 The Town agrees to notify the Union and the Unit Chairman, at least two (2) weeks, in advance of lay-off(s).

***ARTICLE TWENTY-TWO***

***NO STRIKE CLAUSE - NO LOCKOUT***

- 22.1 The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages, slowdowns, or other concerted refusal to perform work by the employees covered by this Agreement, and the Town agrees that there shall be no lockout or any instigation thereof during the life of this Agreement. Alleged violation of any provision of this Article can be appealed immediately by either party to the Superior Court of Aroostook County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this Article.

## ***ARTICLE TWENTY-THREE***

### ***HEALTH AND SAFETY***

- 23.1 The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business. All employees shall comply with all safety rules and regulations established by the Town.
- 23.2 The Town is responsible for meeting safety standards which are considered to be minimum standards required by applicable federal and state laws.
- 23.3 Proper safety devices shall be provided by the town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- 23.4 If any employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his immediate non-unit supervisor who shall have the responsibility to determine what action, if any, should be taken.
- 23.5 Any employee involved in any accident shall immediately report to his immediate non-unit superior said accident and any physical injury sustained.
- 23.6 Employees shall be subject to periodic physical examinations as determined by the department to insure continued capacity to safely perform required duties. Such required examinations shall be paid for by the Town.
- 23.7 **Employee Fitness.** Employees shall be required to maintain the level of medical, psychological, and physical fitness necessary to perform the functions of their position relative to their job description. If the employer or its designee has reason to believe that an employee is not fit for duty, the employer or its designee may refer the employee to an appropriate health service or test provider selected by the employer, who shall conduct a diagnosis relevant to the concern expressed. Written documentation outlining the need for the examination shall be provided to the employee within three (3) business days. The cost of such an examination or test shall be paid by the Town. The Town shall credit the employee for the sick time used if the original examination results in a negative diagnosis. However, the Town shall not be responsible for the costs of any treatment prescribed for the employee and it is the employee's responsibility to seek treatment, when appropriate, from an appropriate provider of the employee's choice, to become fit for duty and to obtain the necessary clearances - medical, psychological, or otherwise, to return to duty. Upon receiving the appropriate clearance from the employee to return to duty, the Town may require a second opinion to concur and the costs of such a second opinion shall be borne by the Town. If the second opinion concurs with the clearance for the employee to return to duty, the employee shall be reimbursed for the work time difference between the original date of return and the second opinion clearance date. Any time between the date the employee's treatment provider issues clearance for return and the Town receipt of the

clearance shall be deducted from the time difference considered for payment. The employee is not prohibited from submitting the costs of such treatment to the Town's health or worker's compensation insurers if appropriate.

- 23.8 Employee request. Any employee believing, they may have a medical, physical or mental condition which may affect their health and safety or the health and safety of those they come in contact with may, by written request, seek to have the Town provide the necessary and appropriate treatment at the expense of the Town which consent shall not be reasonably withheld.

***ARTICLE TWENTY-FOUR***

***FINAL RESOLUTION***

- 24.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

**APPENDIX A**

**EMERGENCY MEDICAL TECHNICIANS**

**PAY SCALES**

**EMERGENCY MEDICAL TECHNICIANS**

	January 1, 2023	January 1, 2024	January 1, 2025
<b>EMS</b>	2%	4%	4%
<b>EMT</b>	\$ 23.1948	\$ 24.1225	\$ 25.0874
<b>Intermediate</b>	\$ 24.7860	\$ 25.7774	\$ 26.8084
<b>Paramedic</b>	\$ 27.2442	\$ 28.3339	\$ 29.4672

**Longevity:** The employee shall receive an hourly longevity pay increase starting the first full pay period following their anniversary date according to the following table. This stipend shall be paid as an hourly stipend pursuant to the Fair Labor Standards Act.

<u>7<sup>th</sup> Anniversary</u>	<u>12<sup>th</sup> Anniversary</u>	<u>25<sup>th</sup> Anniversary</u>
0.1739	0.3478	0.6957

**Skill Pay:** Employees who are certified as *HazMat / WMD Operations* shall be paid pursuant to Article 19, section 19.8, \$0.15/hour.

*This stipend shall be paid as an hourly stipend pursuant to the Fair Labor Standards Act.*

**Educational Stipend (paramedic only):** Effective September 22, 2014- \$0.15 per hour  
Effective July 1, 2015- \$0.15 per hour

## **APPENDIX B**

### **HOULTON INSURANCE PLANS**

#### **A. Health Insurance:**

For a full-time regular employee who is out of work as a result of a work-related illness or injury and who is receiving workers' compensation, the Town shall provide insurance benefits to the same amount as to all other full time regular employees for a period of one year from the date of the work-related illness or injury. Thereafter, the employee may continue such coverage, at his own expense, as long as is permissible by laws and agency policies.

In the event of the death of an insured employee, the employee's spouse and/or children may remain on the Town's group policy provided that the spouse and/or children were covered under the policy prior to the employee's death. The total cost of coverage shall be paid for by the surviving spouse/children. This provision applies if it is permissible by laws and insurance carrier policies.

Both Parties agree to re-open negotiations on health insurance should there be a substantive change in the health care system or MMHT programs.

As part of the fringe benefit package offered to employees, the Town currently makes available health insurance coverage to all full-time, regular employees at a benefit level and with a carrier of the Town's choice. The Town shall be responsible for making payment for the entire premium cost of coverage.

The Town shall make available, in addition to the current MMEHT POS 200 plan, and MMEHT PPO 1500. The primary plan provided by the Town shall be the MMEHT POS 200

Effective 1/01/2019, the Town shall pay eighty-two (82%) percent of the subscriber cost and the employee shall pay eighteen (18%) percent for the POS 200 plan.

Weekly employee health insurance contribution will be capped at:

- \$100/Week for Family Coverage
- \$73/Week for Employee/Child Coverage
- \$43/Week for Employee Only Coverage

New Employees hired after January 1, 2020, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent for the POS 200 plan. There shall be no caps on employee's contributions for employees hire after January 1, 2020.

***Mandatory Benefits:***

The town shall comply with all applicable federal and state laws. Some of the included mandated benefits are unemployment insurance and COBRA benefits.

***Life & Cancer Insurance, Income Protection and Disability Income.***

The town makes available to employee's life insurance, cancer insurance, income protection and accident and sickness benefits based the amount on earnings. These programs are strictly voluntary and because of the expense, the employee shall contribute to the cost in the form of payroll deductions. Detailed information on these plans is available from the town manager's office. The Town does not participate in all available plans. The insurance shall be provided at a benefit level and through a carrier of the Town's choice.

IN WITNESS WHEREOF the parties hereto have executed this agreement on this 8<sup>th</sup> day of May 2023.



## *APPENDIX C*

### *WORKERS' COMPENSATION*

#### **A. Workers' Compensation**

All categories of employees are eligible for benefits under the Worker's Compensation Act for a personal injury or compensable illness arising out of and in the course of job performance. The Town will pay the full cost of Worker's Compensation Coverage.

a. Period not covered by Worker's Compensation.

Charges shall be made against sick leave accruals for the legal waiting period not covered by the State Worker's Compensation Act.

b. Use of Sick Leave and Vacation.

After the payment and use of worker's compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his accumulated vacation after sick leave accrual is used.

c. Holiday Time

Employees who, at the occurrence of any of the aforesaid holidays, are out of work as a result of a work-related illness or injury and who are receiving, Workers Compensation shall be paid 12 hours straight time for each holiday occurring within one year of the work-related illness or injury. Following the expiration of one year from the date of a work-related illness or injury, employees shall not receive further holiday compensation.

d. Vacation or Sick Time

After a 30-day absence, an employee shall not accrue vacation or sick time during any period in which he is out of work due to a work-related illness or injury and receiving workers' compensation.

#### **Part-time**

Part-time and on-call employees who hold a position with another employer will be inactivated from the Town if out on Workers' Compensation with the full- time employer.

#### **B. Coordination of Sick Leave with Workers' Compensation**

- A) If an employee is receiving sick leave with pay and is determined to be eligible for compensation under Workers' Compensation, then affective on the date of determination of eligibility for Workers' Compensation sick leave shall terminate and the employee shall receive payment directly from Workers' Compensation.

B) Period NOT covered by Workers' Compensation

Charges shall be made against sick leave accruals for the legal waiting period NOT covered by the State Workers' Compensation Act (i.e., two weeks). If within this two-week period a determination of eligibility is made, then one of the following will apply:

1. If an employee is determined to be eligible, then sick leave shall terminate and payment shall be made directly to the employee by Workers' Compensation effective on the date of determination of eligibility.
2. If an employee is determined not to be eligible, then sick leave with pay shall continue in keeping with Town policy regarding sick leave.
3. If determined to be eligible, then REPAYMENT will be made to the Town by the employee for all time covered by Workers' Compensation and said time will not be charged against the employee's accrued sick leave. If repayment is not made to the Town, the time will be charged against the employee's accrued sick leave.
5. If the total accrued sick leave is exhausted, the payment from the Town shall stop at that point.
6. Absence covered by Workers' Compensation will not be charged against accrued sick leave.

C) Use of Sick Leave and Vacation


After the payment and use of Workers' Compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his/her accumulated vacation after sick leave accrual is used.



**EXECUTION OF AGREEMENT  
SIGNATURE PAGE**


IN WITNESS WHEREOF the parties hereto have executed this agreement on this \_\_ day of January 2023.

**AMERICAN FEDERATION OF STATE  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, AFL-CIO AND ITS LOCAL  
1928-05, HOULTON, MAINE**

By:   
John Nuttall  
Staff Representative  
Council 93

By:   
Glen Targonski  
Unit Chair & Steward

**TOWN OF HOULTON**

By:   
Marian L. Anderson  
Houlton Town Manager

**Contact list for  
Ambulance Department**

**Unit Business Agent**

Name: John Nuttall, Staff Representative, AFSCME Council 93

Address: 6 Rockwood Drive

Town: Manchester Maine 04351

Phone: 207-561-0404

**Unit Steward**

Name: Glen Targonski

Address: \_\_\_\_\_

Town: \_\_\_\_\_

Phone: \_\_\_\_\_

**Unit Secretary (Only one to post notices)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

Phone: \_\_\_\_\_

**Town Manager**

Name: Marian L Anderson

Address: 21 Water St.

Town: Houlton, Maine 04730

Phone: 207-532-7111 (w)

**Fire Chief**

Name: Milton Cone

Address: 21 Water St.

Town: Houlton, Maine 04730

Phone: 532-1320 (w)