

AGREEMENT

BETWEEN

TOWN OF BAILEYVILLE

AND

TEAMSTERS LOCAL #340

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN

AND HELPERS OF AMERICA

FOR THE

PUBLIC WORKS DEPARTMENT

FROM JULY 1, 2021 THROUGH JUNE 30, 2024

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THIS AGREEMENT is entered into between the Town of Bailey Ville hereinafter referred to as the "Town" and Teamsters Local Union #340 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union"

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Relations Law, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for a unit consisting of Public Works Employees in the Town of Bailey Ville, as determined in accordance with the Maine Municipal Public Employees Labor Relations Law.

ARTICLE 3 - UNION SECURITY

(A) All employees shall have the right to join the Union or refrain from joining the Union except as otherwise provided herein. No employees shall be favored or discriminated against either by the Town or the Union because of his/her membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent without discrimination, interference, restraint, or coercion.

(B) The following paragraph shall take effect during the term of this agreement, at such time as either (1) the Maine State Legislature amends Chapter 9-A, Title 26, M.R.S.A., Section 964 Subparagraph 1-B to specifically allow for such a Union Security provision or (2) a court of competent jurisdiction (excluding Maine District and Superior Courts) shall finally decree that the following provision does not violate said statute and is otherwise valid. The effective date of this provision shall coincide with the effective date of the Legislative Amendment specifically said Union Security provisions or with the effective date of said decree.

Any present or future, regular, permanent employee, who is not a Union Member and who does not make application for a membership in the Union shall, as a condition of employment, pay to the Union each month a service charge in the amount equal to 80% of the regular weekly dues.

Regular, permanent employees who fail to comply with this requirement within thirty (30) days from the date of hire shall be discharged by the Town after receipt of written notice from the Union and corroborative proof of non-payment by the Town.

ARTICLE 4 - CHECKOFF

The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the Amount for dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which the deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of an action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

The Town reserves the right to manage and direct its working forces except as expressly limited or modified by the provisions of this agreement, including but not limited to, the right to hire, the right to promote, the right to transfer, the right to discipline, the right to determine the number of employees and the qualifications necessary for the job, and the right to establish reasonable rules, are vested exclusively in the Town.

The listing of these rights noted above are not intended to be, nor shall be considered restrictive of, or as a waiver of any of the rights of the Town not listed herein.

The Town agrees to forward copies of any rules to the Union within ten (10) days of the implementation of such rules.

ARTICLE 6 - ACCESS TO PREMISES

With prior notice to and the permission of the Public Works Director authorized representatives of Teamsters Union Local #340 may enter Town premises for investigation of pending disputes **under** this Agreement. A list of **authorized representatives of the Teamsters who may enter Town** premises will be furnished to the Town Manager and the Public Works Director within forty-five (45) days of the effective date of this Agreement.

ARTICLE 7 - WORK RULES AND DISCIPLINE

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he/she feels he/she has been wronged. The disciplinary action or measure shall stand should he/she be found to have violated the rules and regulations or any provisions of this Agreement.

Any reference to business day in the Agreement shall refer to Monday through Friday inclusive.

All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspend able offense shall be purged from the file if there is no disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspensions but less than **dismissal**) shall be purged from the file if no recurrence of discipline action is received by an

employee within an eighteen (18) month period subsequent to the serious offense. It is also agreed that employees will not accrue seniority while on disciplinary suspension or type of leave of absence.

Disciplinary action or measures shall be for just cause and shall include the following:

- Oral Reprimand
 - Written Reprimand)
 - Suspension)
 - Demotion
 - Discharge
- These measures need not be applied in sequence depending on the infraction

The reasons listed below are illustrations of behaviors which may be grounds for progressive discipline and are not intended to be all inclusive.

1. Drinking on the job, utilizing illegal non-prescription drugs on the job, arriving to work while under the influence of intoxicating beverages or drugs or bringing same to the job.
2. Insubordination and/or disobedience.
3. Failure to follow reasonable rules of superiors.
4. Excessive absenteeism and/or tardiness.
5. Failure to perform the duties of the position properly.
6. Negligent or willful damage to Town property.
7. Conviction of theft or any felony.
8. Indictment for any crime of moral turpitude.
9. Revocation or suspension of the right to operate a motor vehicle in the State of Maine.
10. Proven dishonesty including the falsification of official reports or records.
11. Use of abusive language to the public.
12. Negligently endangering the safety of other employees or the public.
13. Violation of work rules (not in conflict with this Agreement)

The Town agrees to review and revise individual Public Works Department rules, regulations, and general orders affecting Public Works employees within one hundred twenty (120) days from the signing of this Agreement.

When existing work rules are changed or new work rules are promulgated, they shall be posted prominently on all specific bulletin boards for a period of ten (10) consecutive work days, whenever possible before becoming effective.

Objections to any newly promulgated work rules shall be made in writing by the Union Steward to the Public Works Director, within five (5) work days of posting.

The Town further agrees to furnish each Public Works employee subject to this Agreement with a copy of all new work rules prior to their becoming effective.

ARTICLE 8 - STEWARDS

An employee who is the authorized Steward of the Union, shall be allowed time off, with pay, for official Union Business, if there is sufficient manpower available to cause no interference with departmental operations. The Steward of the Union shall be allowed time off, with pay, during his/her regular work shift to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week for not more than one Steward except by the written permission of the Public Works Director.

ARTICLE 9 - PROBATIONARY PERIOD

All appointments shall be made in the first instance for a probationary period of six (6) months and all new employees shall work under the provisions of this Agreement within which time they may be dismissed without protest. If in specific cases an extension of the probationary period is desired, the Town shall notify the Union in writing and state the reason for requesting the extension. No probationary period or extension thereof may extend beyond twelve (12) months. Any employee working an extended probationary period will be entitled to the wage of a six (6) month employee.

ARTICLE 10 - SENIORITY

Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous, uninterrupted service from the last date of hire in the Public Works Department.

Seniority shall be a factor in matters affecting layoff, recall, and vacation preference.

In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority by classification with bumping rights providing the employee bumping from one classification into another has the immediate ability to do the job without additional training.

Employees shall be recalled from layoff according to their seniority. No new employees (in the same classification in which the laid-off employee was employed) shall be hired until all employees on layoff status have been given notice of recall.

Employees who receive recall notices shall be required to notify the Public Works Director in writing within ten (10) working days of the mailing of the notice if they will return to the

Bailey Ville Public Works Department.

Failure to accept the recall to work will result in termination of the employee. An employee's failure to respond to the Public Works Director within a ten (10) working day period will also result in his/her termination of employment with the Town.

Recall rights will exist for one year (365 days) of an employee's layoff

The Town shall establish a seniority list for this unit, with the employee having the greatest seniority (years of service) listed first. Said list shall be posted for a period of thirty (30) days at the Public Works Department Office, on or before January 2nd of each year. Any objections to the list, as posted, must be reported to the Town Manager, or his/her designee, within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

ARTICLE 11 - GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute, controversy, or misunderstanding which may arise under the interpretations or applications of the specific term of this Agreement.

All grievances shall be initiated not later than ten (10) working days after the occurrence or first knowledge of said event, whichever shall be later.

The steward, alternate steward, and/or the employee shall take up the grievance, on an informal basis, with the Supervisor and shall provide the Supervisor with a written summary of the grievance.

Within two (2) business days of his/her receipt of the grievance the Supervisor shall respond in writing to the grievance. If the Supervisor's response is not satisfactory, the grievance shall be written to include a summary of the grievance; the specific section(s) of the contract violated; and the proposed remedy.

The written grievance will then be presented to the Town Manager within five (5) working days of the Supervisor's response. A meeting between the Town Manager or his/her designee and the Union Business Representative will take place within ten (10) working days of receipt of the grievance. Within five (5) working days of said meeting, within ten (10) working days if economic issues are involved, the Town Manager or his/her designee shall render a written decision on the matter.

In the event that the decision of the Town Manager or the designee as rendered above is not acceptable to the Union, the Union may, within ten (10) working days from when the response of the Town Manager is due, file a request for arbitration with the Town Manager.

Within ten (10) business days of such notice, the Town and the Union shall meet to select a mutually acceptable arbitrator or panel. (The parties may consult over the telephone to select an arbitrator.)

If the parties are unable to select a mutually acceptable arbitrator, the moving party shall request an arbitrator be appointed by the Maine Board of Conciliation and Arbitration.
All new employees shall be considered probationary employees for the first one hundred-eighty (180) days of their employment.

The discharge or transfer of any probationary employees shall not be subject to the grievance procedure.

ARTICLE 12 - WORKWEEK

The regular work week shall begin at 12:01 A.M. Friday and end at 12:00 P.M. the following Friday. The normal work schedule shall not be arbitrarily changed to prevent the payment of overtime.

The schedule shall be 5 days per week 8 hours per day (7:00AM-3:00PM) lunch break shall be included in the work day. Overtime pay shall apply after forty hours per week.
In the event of emergencies, manpower shortages, or budgetary constraints, the Town reserves the right to change the regular work week. In such cases the Director will immediately notify the Shop Steward of the reasons for such scheduled change. Nothing in this Article shall alter the right of the Director to make work assignments. It is not the intent of this paragraph to prevent the payment of overtime.

ARTICLE 13 - OVERTIME

Management reserves the right to determine overtime. Employees covered by this Agreement shall be paid at the rate of one and one-half times their base hourly rate of pay for all hours worked beyond forty (40) hours per week. Employees shall be paid a minimum of four (4) hours overtime pay for any callback overtime work including call back overtime work that is annexed to the beginning of the work shift. This does not apply to scheduled overtime or overtime annexed to the end of the work shift. Vacation time and sick leave time shall be included as time worked in computing overtime. Employees may receive a \$20.00 meal allowance after working one and one-half hours of unscheduled overtime annexed to the end of a work shift and a \$20.00 meal allowance for each five (5) hours of consecutive unscheduled overtime worked.

Employees shall be called in on a wheel of rotation based on seniority. The senior most employee will be the first to be called and will not be called again until all other union employees have been called.

In lieu of overtime pay an employee may elect to take compensatory time. Comp time off will be with the approval of the Director. It is anticipated that no more than one (1) employee at a time will be granted comp time. The Town is not obligated to fill the vacancy caused by the use of comp time. The maximum amount of comp time that may be accumulated is forty (40) hours and may be carried into the next fiscal year. Request for the use of comp time shall not be unreasonably denied.

ARTICLE 14 - HOLIDAYS

There shall be twelve (12) total holidays for employees covered by this Agreement. All holidays shall be celebrated on the date celebrated by the State of Maine.

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Washington's Birthday | 8. Veteran's Day |
| 3. Patriot's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas |
| 6. Labor Day | 12. Martin Luther King Day |

Employees shall be paid time and one half for all hours worked on the above listed holidays except Christmas and New Years of which the employee shall be paid double time for all hours worked. The time and one half and double time pay shall be in addition to their regular holiday pay.

ARTICLE 15 - VACATIONS

A. ELIGIBILITY

- Vacations shall be granted to employees based on length of continuous service from the anniversary hiring date of the employee.

Employees hired before 7-1-98

1-year continuous service	1 week
2 years' continuous service	2 weeks
8 years' continuous service	3 weeks
12 years' continuous service	4 weeks
20 years' continuous service	5 weeks

Employees hired after 7-1-98

1-year continuous service	1 week
2 years' continuous service	2 weeks
8 years' continuous service	3 weeks
12 years' continuous service	4 weeks

- In order to qualify for a vacation, an employee must have worked 1800 hours in the previous calendar year.
- Continuous service shall be broken by any of the following causes:
 - Voluntary quit
 - Discharge for just cause
 - Layoff due to lack of work for one (1) year
- In the event of dismissal of an employee for just cause, or if an employee voluntarily leaves his/her employment, said employee shall be entitled to vacation pay for all unused vacation earned.
- Employees, who are separated in good standing or retire from the Public Works Department, and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid the wages equivalent to the accrued vacation, but

in no case to exceed four (4) weeks, provided the employee submits a written notice ten (10) business days in advance of his/her actual last day of work.

6. **** Gary Townsend shall receive one week of vacation time in addition to the above scale.

B. VACATION PERIOD

1. Vacations shall be on a calendar year basis and shall be taken in the calendar year in which they apply.
2. In scheduling vacations, recognition shall be given to bargaining unit seniority in choice of vacation periods and scheduling where it is consistent with efficient operation of the department.
3. Once a vacation period has been allotted, management shall endeavor to avoid changes of allotments, but management reserves the right to make changes when it becomes necessary to do so.

ARTICLE -16 PROMOTIONS

Eligible bargaining unit employees shall be afforded the opportunity to apply for promotional opportunities in the bargaining unit. In order to be eligible to partake in the promotion process, unit employees must have served one (1) year in the Public Works Department.

ARTICLE 17 - SICK LEAVE

Eligible employees shall be entitled to 96 hours of sick leave at the beginning of each year (July 1). Eligible employees shall be paid for all unused sick leave at the end of each contract year (June 30).

An eligible employee shall be entitled to sick leave pay, when, by reason of "non- service connected" disabling illness or injury, he/she is able to perform none of the duties for which he/she is qualified.

The Town, at its discretion may require that a request for sick leave for more than three (3) consecutive days shall be accompanied by a written statement from the employee's physician showing the need therefore. Such statement shall be secured at the employer's expense. The employee shall, when and at the time required, advise the Public Works Director of his/her medical status and his/her availability for work.

The purpose of this benefit is to protect employees from loss of-income because of bona fide absence due to illness and it is not intended to provide an extra days' vacation per month. Also if an employee is receiving income from a Town insurance during such illness, he/she will be paid from his/her sick leave account the difference between his/her regular wages less insurance benefits. So in other words, an employee will not be allowed double collection over the same period of illness.

ARTICLE 18 - UNIFORMS

The Town agrees to pay \$35.00 per month toward a clothing allowance for each employee. The Town also agrees to pay 100% per year toward the cost of a pair of safety shoes for each employee. Also, the town will provide work gloves, rain gear, and red rubber boots to each employee as needed and at no cost to the employee.

ARTICLE 19 - PERSONAL EFFECTS CLAUSE

The Town agrees that personal effects which are damaged, lost or destroyed in the line of duty will be replaced within the limits and conditions set forth in the Town's Workers Compensation Plan.

ARTICLE 20 - INSURANCE

The Town's current insurance plan is through the Northern New England Benefit Trust with life insurance in the amount equal to the employee's salary plus \$10,000.00. The Town shall have the option to provide an equivalent plan or better through a carrier of its choice should they so decide.

The Town shall pay 80% of the Employee's Health Insurance Premium, Dental, Premiums beginning January 1, 2018. The Town shall pay 80% of the cost for the employee's dependent's health and dental insurance coverage.

The Town shall provide income protection insurance through the Maine Municipal Association or an equivalent or better plan, the cost to be fully borne by the employer.

Employees absent from work due to non-job related illness or injury who are covered under the Town's income protection and have exhausted accumulated sick leave shall be treated as if on an unpaid leave of absence and shall not accumulate paid leave benefits, but shall maintain seniority rights for other purposes.

Employees shall continue to be covered under the Town's insurance as provided above.

ARTICLE 21 - RETIREMENT

The Town will contribute up to 7 1/2% of the Employees' wages towards a pension plan/annuity plan on an employee matching basis.

ARTICLE 22 - WAGES

WAGE RATES - JOB CLASSIFICATIONS

**Yr. 1.- 3%, Yr. 2- 3%, Yr.3- 4% to scale..

	7/1/21	7/1/22	7/1/23
Foreman	22.99	23.69	24.64
Equip Oper/Truck Driver	22.73	23.41	24.35
Starting Rate	17.57	18.10	18.82
12 Month Rate	18.74	19.30	20.07

24 Month Rate (Employee will be paid wage rate/job classification as per the schedule above)

UTILITY PERSON DUTIES

Utility person duties include:

1. Welding
2. Fabricating
3. Carpentry
4. Major Mechanical Jobs
5. Preventive vehicle maintenance
6. Vehicle inspections
7. Other tasks as so designed by the Dept. Head and/or Town Manager

When an employee works in a higher classification for five (5) consecutive days, he/she shall receive the higher rate of pay. An employee may be upgraded at any time.

ARTICLE 23 - SEPARABILITY OR SAVINGS CLAUSE

If any provisions of this agreement shall be contrary to any law, such invalidity shall not effect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of the invalidity of such clause.

ARTICLE 24 - DISCRIMINATION

The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms and conditions of employment, because of such individual's race, color, religion, sex, national origin, age or physical handicap, except when based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion,

sex, national origin, age or physical handicap.

The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his/her membership in the Union or because of an employee's lawful activity and/or support of the Union.

ARTICLE 25 - BEREAVEMENT LEAVE

Up to three (3) working days shall be allowed in the event of a death in the immediate family of an Employee, immediate family shall mean spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, stepmother, or stepfather. An employee must attend the funeral to receive his/her pay. If the death or funeral falls on a regular day off an employee may not take additional working days off to reach the 3-day maximum. Special consideration may be made by the Town Manager when exceptional or unusual circumstances are a factor.

ARTICLE 26- LEAVE OF ABSENCE

A regular employee may be granted a leave of absence without pay for urgent and compelling reasons, when requested in writing and approved by the Public Works Director and Town Manager for a period no greater than thirty (30) days. An employee granted a personal leave is prohibited to engage in gainful activity for wage or profit during the period of such leave. Failure to comply with this provision could result in termination.

The leave of absence shall be used for the purpose for which it was originally approved. Failure to comply with this provision could result in complete loss of seniority rights for the employees involved.

ARTICLE 27 - SEPARATION FROM EMPLOYMENT

In all cases of voluntary separation employees shall provide the Town with a written notice of intent to terminate employment at least ten (10) working days prior to the last actual day worked.

All accrued vacation time and compensation time will be paid to an employee who submits the aforementioned ten (10) working day notice.

Employees who terminate, resign or retire, after fifteen (15) years of employment with the department, will be paid all their accrued sick leave as specified in Article 17 "Sick Leave".

ARTICLE 28 - LETTER ON PRACTICES AND EXTRA CONTRACT AGREEMENTS

The Union shall submit to the Town a letter within thirty (30) days of the contract signing date detailing practices, now current, which are not specifically covered by contract. The Town and the Union shall meet to discuss the letter within fifteen (15) days from receipt of the letter by the Town. Failure to follow the letter by the foregoing date shall make the clause null and void.

The Town agrees not to enter into this agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 29 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary, and effective conduct of the Town's business and reasonable penalties for the violations of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Noncompliance with this act may result in fine and penalty to the Town.

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.

If a member of the unit deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately or as soon as possible thereafter, in no case longer than two days, report to his/her immediate non-unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

When the occasion arises where an employee gives a written report on forms in use by the Town of a vehicle being in unsafe working or operation condition, and receives no consideration from the superior, he/she shall take up the matter with the officers of the Union who shall take the matter up with the Town.

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

ARTICLE 30 - ALCOHOL AND DRUG TESTING

Both the Town and the Union recognize that drug and alcohol abuse is a growing problem among our nation's work force. The Town and the Union also recognize the tremendous cost, both in terms of efficiency and in human suffering caused by needless accidents. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated.

In the event the Town has just cause to believe that an employee, on the job, is under the influence of drugs or alcohol, the Town may request that the employee submit to breath, blood and/or urine tests. It is understood that the employee has the option of submitting or not submitting to these tests.

In the event that the Town requests that an employee submit to breath, blood, and/or urine test and the employee chooses not to submit to such test or tests, the just cause to believe the employee was under the influence shall be just cause for immediate discharge.

If the employee submits to the tests and the test results indicate drug abuse, the employee shall be suspended without pay. After thirty (30) days have passed, a suspended employee desiring reinstatement shall, upon written request, be given the opportunity to submit to a blood and urine screening test. If such test indicates the absence of drug abuse, the employee shall be reinstated. In the event forty (40) days have passed and the Town has not received a written request to take the drug screening tests, signed by the employee or the employee has failed to take such test at a time and location designated by the Town, the employee shall be discharged. An employee shall also be discharged if tested under this Section twice within a two (2) year period with both test results indicating drug abuse. Should any test show positive, the employee may request a second test.

If an employee submits to the tests and the tests indicate that the employee is under the influence of alcohol, as defined by State standards, the Town has the sole discretion to either discipline or discharge the employee.

If the employee submits to the tests and their results do not indicate drug abuse or that the employee was under the influence of alcohol; the employee shall receive no discipline under this Section.

The cost of drug and alcohol screening test shall be paid by the Town and analyzed by an independent State certified lab.

Involvement in a work related accident may be considered just cause to invoke this Article.

ARTICLE 31 - POLITICAL ACTIVITY

While working full time for the Town, members of the bargaining unit shall refrain from seeking or accepting nomination or election to the Town Council. Town employees shall not circulate petitions or campaign literature for elective Town Officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, or from voting with complete freedom in any election.

ARTICLE 32 — DRIVE

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on

whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

ARTICLE 33 - STRIKES AND LOCKOUTS PROHIBITED

The employees covered by this Agreement agree that during the life of this Agreement they shall not engage in:

1. Work Stoppage
2. A Slowdown
3. A Strike or,
4. The blacklisting or any public employee for the purpose of preventing it from filling employee vacancies.

In return, the Town agrees that there will be no lockouts during the term of this Agreement.

ARTICLE - COMPLAINTS FROM THE PUBLIC AND MEMBERS RIGHTS

After the initial departmental investigation is completed, any complaint by a citizen or another employee which may result in the incident being recorded in their respective personnel files, detrimentally shall be in writing and shall be submitted to the person involved within five (5) days of the incident. Any employee who feels that such a complaint is not justified shall have recourse to a hearing with the Public Works Director, with the complaining party(is) and the employee(s) complained against present at the hearing.

ARTICLE 35 - SANITARY CONDITIONS

The Town agrees to maintain a clean and sanitary washroom having hot and cold running water

ARTICLE 36 - AVAILABILITY OF AGREEMENT

The Town shall make copies of the contract available to all employees within the bargaining unit as soon as possible.

ARTICLE 37 - DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July 2018, and shall remain in full force and effect until the thirtieth day of June 2021.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin no later


than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations.

For the Town of Baileyville:

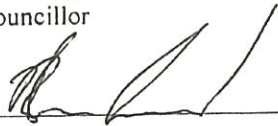
For the Union:



Town Manager


 7-20-21
Secretary-Treasurer

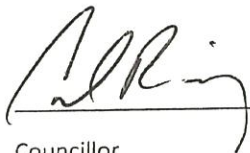

Councillor

 7/21/21
President


Councillor


Shop Steward


Councillor


Councillor

Councillor

AGENTS COMPANY STATUS REPORT

To be completed by the Agent and Distributed to Office Staff

(CSR)

Company Name: Bartleyville Police

Address: Bartleyville Main

Locations: _____

Contract Dates: 7/1/21 through 6/30/24

Wages: Please attach a copy of the wages for the employees for the life of the agreement.

Health Insurance through: Allegiant Care

Address: _____

Rate: 1st year: 80/20

Rate: 2nd Year: 80/20

Rate: 3rd Year: 80/20

Rate: 4th Year: _____

Pension/Retirement through: MEPERS

Address: _____

Rate: 1st year: 7 1/2 %

Rate: 2nd Year: 7 1/2 %

Rate: 3rd Year: 7 1/2 %

Rate: 4th Year: _____