

AGREEMENT

BETWEEN

TOWN OF RUMFORD, MAINE

AND

TOWN OF RUMFORD PUBLIC WORKS DEPARTMENT

LOCAL 1458-04 COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

TERM OF AGREEMENT - JULY 1, 2021 TO JUNE 30, 2024

TABLE OF CONTENTS

Article 1 General	3
Article 2 The Town's Rights	3
Article 3 Probationary Appointments	4
Article 4 Recognition	4
Article 5 Maintenance of Membership, Fair Share	5
Article 6 Work Schedule and Regular Hours	5
Article 7 Meal Periods	6
Article 8 Rest Periods	6
Article 9 Clean Up	6
Article 10 Overtime	6
Article 11 Vacation	7
Article 12 Holidays & Personal Days	10
Article 13 Seniority, Lay-Offs and Rehiring	11
Article 14 Funeral Leave	13
Article 15 Call Back Pay	13
Article 16 Discipline and Discharge	14
Article 17 Outside Contractors	14
Article 18 Grievance Procedure	15
Article 19 Grievance Committee	16
Article 20 Meetings	16
Article 21 No Strike Clause	16
Article 22 Union Activity	17
Article 23 Personnel Files	17
Article 24 Informing Employees	18
Article 25 Work Rules and Regulations	18
Article 26 Complaints from the Public	18
Article 27 Insurance Plan	18
Article 28 Retirement Plans	19
Article 29 Job Classification and Pay Rates	20
Article 30 Rate Adjustment	22
Article 31 Sick Leave and Unpaid Leave of Absence	22
Article 32 Repair and Replacement of Eye Glasses and Dentures	23
Article 33 Supervisors	23
Article 34 Clothing	23
Article 35 General Provisions	24
Article 36 Residency Provisions	25
Article 37 Health and Safety	25
Article 38 Regionalization	26
Article 39 Direct Deposit	26
Article 40 Term of Agreement	26
Appendix A Summer Hours of Work	28
Appendix B Use of Garage Facilities	29

AGREEMENT
BETWEEN
TOWN OF RUMFORD, MAINE
AND
TOWN OF RUMFORD PUBLIC WORKS DEPARTMENT
LOCAL 1458-04 COUNCIL NO. 93
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

ARTICLE 1- GENERAL

This is an Agreement between the Town of Rumford, Maine, a body corporate, by and through its Board of Selectpersons, hereinafter referred to as the "Town", and the Town of Rumford, Maine Public Works Department employees, through its Local Union No. 1458- 04, Council No. 93, American Federation of State, County and Municipal Employees, AFL- CIO, hereinafter referred to as the "Union".

The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, gender, age or physical or mental handicap and it is intended that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, marital status, race, color, creed, national origin, political affiliation or physical or mental disability, so long as the employee can perform the essential functions with reasonable accommodation; if needed, where it would not be an undue hardship or present a direct threat to the health and safety of the employee or any employee or any other person. The Union shall equally share with the Town the responsibility for applying this provision of the Agreement.

The parties agree as follows:

ARTICLE 2 - THE TOWN'S RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the rights and authority to exercise control and discretion over the organization and efficiency of operations of the Department; to set standards for service to be offered to the public; to direct

the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions with the Town; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons; to determine the location, method, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operations, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete departmental rules and regulations; to contract or subcontract out work (so long as it does not conflict with Article 17); to take necessary action to carry out the mission of the Department in case of emergency.

ARTICLE 3 - PROBATIONARY APPOINTMENTS – SEASONAL OR TEMPORARY HIRES

Section 1. Probationary Appointments. Aside from a seasonal or temporary hire, an employee is initially hired for a probationary term of six (6) months and will not be considered a regular full-time employee until the first day after the six (6) month period has expired. The probationary employee shall not be entitled to any of the non-salary benefits (*i.e.*, pension, sick leave, vacation leave, etc.) during this period. The probationary employee shall be dismissed for any reason prior to the expiration of the probationary period. The Town Manager shall have the right to extend a probationary appointment for up to an additional six (6) months, not to exceed a total of twelve (12) consecutive months from an employee's date of hire. The Town Manager shall notify, in writing, an employee of his or her intent to extend the probationary employee's probationary appointment for any additional amount of time within ten (10) working days prior to the completion of the employee's initial six (6) months or the employee shall become a regular full-time employee. Employees who have completed the initial six (6) months and whose probation have been extended, shall have access to all provisions of the Agreement with the exception of dismissal. When the employee becomes a regular full-time employee, seniority, sick leave and vacation shall be based on the initial date of hire.

Section 2. Seasonal or Temporary Hires. The Town has the right to hire seasonal or temporary employees to supplement the regular full-time employees for a period of time not to exceed nine months of a calendar year. Seasonal or Temporary Hires are not regular full-time employees and shall not be entitled to any of the non-salary benefits (*i.e.*, pension, sick leave, vacation leave, etc.) and shall be dismissed for any reason.

ARTICLE 4 - RECOGNITION

Section 1. Exclusive Bargaining Unit. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other working conditions of employment for all of the regular full-time Public Works/Highway Department employees excepting the Superintendent and Assistant Superintendent of Public Works and Municipal Garage Clerks.

Section 2. Standard of Conduct. The individual members of the Union and Management are to regard themselves as public servants, and as such they are to be governed by the highest ideals of honor and integrity in all public and personal relationships in order that they merit the respect and confidence of the general public.

ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

Section 1. Deductions from Wages. The Union shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions.

- A. **PEOPLE Deduction.** The Town agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union 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.
- B. **Authorization by Employee.** Any employee covered by this Agreement who does not sign an authorization card agreeing to weekly dues deduction shall not receive the benefits of active Union representation without having first completed the Union authorization waiver form and submitted the \$1,000 AFSCME retainer fee to the AFSCME Augusta office at 20 Winter Street, Augusta, ME 04330.
- C. **Irrevocability.** Authorization of such deductions shall be irrevocable during the period of this Agreement and shall be automatically renewed for successive similar periods except that the employee shall notify the Town and the Treasurer of the Union not less than thirty (30) nor more than sixty (60) days prior to the expiration date of this Agreement.
- D. **Indemnification.** The Union shall indemnify and hold the Town harmless against any and all claims and suits which may arise by reason of any action taken in making deductions pursuant to this article.

ARTICLE 6 - WORK SCHEDULE AND REGULAR HOURS

The work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, the beginning and ending time to be part of the departmental policy established by the Board of Selectpersons and shall consist generally of the work day beginning at 6:00 a.m. and ending at 2:00 p.m. with a twenty (20) minute lunch period on the job, all working hours to be consecutive. The summer hours can be changed by mutual agreement between the Union and the Town Manager.

ARTICLE 7 - MEAL PERIODS

All employees shall be granted a lunch period during each eight (8) hour work shift. Whenever possible, the lunch period shall be scheduled usually from 12:00 noon to 12:20 p.m. The employee shall be granted one half (½) hour of time off to eat during the periods when required to work beyond 5:00 p.m., the employee may use said time to travel and eat at a restaurant. In the event that an employee is required to work beyond 5:00 p.m. and is unable to take the one-half hour of time to eat, the employee shall receive one hour's compensation at the individual employee's current rate. In addition, the employee shall receive a meal allowance while working on overtime period after the first four (4) hours and each subsequent four (4) hour period thereafter \$8.50.

ARTICLE 8 - REST PERIODS

All employees' work schedules shall provide for a 15 minute rest period during the first half of each eight (8) hour shift.

ARTICLE 9 - CLEAN-UP

Employees shall be granted a 10 minute personal clean-up period prior to the end of the eight (8) hour shift.

ARTICLE 10 - OVERTIME

Section 1. When Overtime Paid. The rate of time and one-half (1½) shall be paid for all hours worked over eight hours in any one day except from November 1st to April 1st when it will be time and one-half for all hours after 40 hours in any one week. The pay period shall consist of seven (7) days which shall start at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday of any individual week. Day starts at midnight to midnight of the following day - 24 hours. In computing overtime, sick leave and vacations will be credited as hours worked. Funeral leave and compensatory time shall not be considered time worked for the purpose of computing overtime.

Section 2. Distribution of Overtime. When overtime is necessary, the Town will distribute overtime associated with a current project to the full-time employees assigned to that project first, before offering the overtime to other employees. Otherwise, the Town will make every reasonable effort to distribute overtime equally among the full-time employees, on a rotating basis, provided that the employee is qualified to perform the work. Such extra work may or may not involve overtime as defined above. The Department and the Union shall establish an overtime sign-up sheet and it will be posted on the bulletin board at the Public Works Department.

- A. On each occasion, the opportunity for extra work shall be offered on a rotating basis initially beginning on January 1, with the senior employee and moving down the seniority list.

- B. Each week, a list of all employees shall be posted with the employee with the fewest number of overtime hours at the top and descending to the employee with the most overtime hours at the bottom. A copy of the list shall be provided weekly to the Union.
- C. From thereon, the person with the lowest number of total possible hours (*i.e.*, overtime worked, overtime refused, leave of absence, "not available", "not home") shall be offered the extra work. The rotation shall be a continuous process. Any refusal of extra work will be charged against the employee.
- D. If all employees refuse the extra work, the Superintendent may fill the work assignment with the employee at the top of the list. In the event a second opportunity arises within the same rotation and all employees refuse, the Superintendent may fill the work assignment with the employee second on the list and continue in the same manner for any additional assigned call-ins. Spares will not be used unless all available employees have refused the extra work or in the event the Superintendent is unable to reach any employee by phone on the list.
- E. For call-ins such as sewer calls or pumping stations, the Town will distribute overtime to qualified employees first and any additional employees will be called from the regular overtime rotation list, as the needs of the job require. When the employees who are not qualified for sewer/ pumping station overtime are by-passed, it shall not be charged as a refusal and they shall resume their place in the rotation and offered the next call-in.

Section 3. Compensatory Time. As an alternative to the payment of wages at time and one-half (1½) for overtime work, an employee may request to take this overtime as compensatory time off. Each one (1) hour of overtime to be compensated at the rate of 1 ½ hours (example: 8 hours of overtime equals 12 hours of compensatory time off) to a maximum of 80 hours of compensatory time at any given time. Scheduling of compensatory time off will be handled in the manner similar to that used for vacation scheduling. Any compensatory time unused at the end of the calendar year shall be paid at the current hourly rate. The employee has the option of taking compensatory time in weekly or in daily increments upon prior approval by the Superintendent of Public Works. Employees shall provide a minimum of three (3) days notice of their intent to be excused from work for compensatory days, the Superintendent, or their designee, may waive this requirement at his/her discretion.

ARTICLE 11- VACATION

Section 1. Amount of Vacation Earned. All "regular full-time" employees shall be entitled to vacation with pay after the completion of one year of employment and shall be entitled to said vacation one year from the initial date of hire.

FULL YEARS OF SERVICE	FULL YEARS OF SERVICE	WEEKS OF VACATION
1 less than	5	2
5 less than	10	3
10 less than	15	4
15 and over		5

Section 2. Hours Required to Qualify for Vacation. In order to qualify for full vacation pay in any subsequent calendar year, an employee must have worked a minimum of 1,000 hours in the previous calendar year. For employees who have worked less than 1,000 hours the previous year, their vacation rim shall be prorated as follows:

750 hours worked	¾ vacation entitlement
500 hours worked	½ vacation entitlement
250 hours worked	¼ vacation entitlement

Section 3. When Eligible for Additional Weeks. Additional earned weeks of vacation based on years of service will not be eligible to be taken until the employee has reached or surpassed the employee's anniversary date.

Section 4. Hours in Vacation Week. For each week of vacation to which an employee is entitled, the employee will receive forty-five (45) hours pay computed at the employee's regular straight time rate. Employees hired after January 4, 2016 shall not receive the additional five (5) hours pay when taking vacation only the actual hours of vacation taken.

Section 5. Accumulation of Vacation. Vacation time must be taken within the calendar year when it is due. However, up to one week may be carried over to the following year provided these days are taken during April, May or June. Any unused vacation time shall be paid to a "regular full-time" employee of the department upon retirement, or to the employee' beneficiary or estate upon that employee's death, which said unused vacation time shall be accumulated as per the following schedule:

Service Time	Vacation Entitlement	Accumulation Rate
1 – 5 years	2 weeks	1/12th of two (2) weeks calculated for 45 hours at regular straight time rate for every completed month worked after date of hire
5 – 10 years	3 weeks	1/12th of three (3) weeks

		calculated for 45 hours at regular straight time rate for every completed month worked after date of hire
10-15 years	4 weeks	1/12th of four (4) weeks calculated for 45 hours at regular straight time rate for every completed month worked after date of hire
15 years or more	5 weeks	1/12th of five (5) weeks calculated for 45 hours at regular straight time rate for every completed month worked after date of hire

**VACATION ACCUMULATION FO
EMPLOYEES HIRED AFTER RATIFICATION**

Service Time	Vacation Entitlement	Accumulation Rate
1 – 5 years	2 weeks	1/12th of two (2) weeks calculated for 40 hours at regular straight time rate for every completed month worked after date of hire
5 – 10 years	3 weeks	1/12th of three (3) weeks calculated for 40 hours at regular straight time rate for every completed month worked after date of hire
10-15 years	4 weeks	1/12th of four (4) weeks calculated for 40 hours at regular straight time rate for every completed month worked after date of hire
15 years or more	5 weeks	1/12th of five (5) weeks calculated for 40 hours at regular straight time rate for every completed month worked after date of hire

Section 6. Grant of Vacation Leave. Vacation leave shall be granted in a manner that allows for minimum loss of service to the Department. Seniority shall govern the choice of vacation period when there is a conflict.

Section 7. Vacation Taken as Days/Weeks. The employee has the option of taking vacation in daily/weekly increments upon prior approval by the Superintendent of Public Works, such approval will not be unreasonably withheld. Employees shall provide a minimum of three (3) days' notice, on a form supplied by management, of their intent to be excused from work for vacation days, the Superintendent, or their designee, may waive this requirement at his/her discretion. Management will respond to requests, approval or denial, for requested vacation within eight (8) business days

Section 8. Holiday during Vacation. When a vacation week contains a holiday, the employees shall have the option of being paid for the holiday or scheduling a vacation day at another time.

Section 9. Holiday Time in Paystub. The employee's weekly pay stub shall track their employee's balance for remaining vacation leave.

ARTICLE 12- HOLIDAYS & PERSONAL DAYS

Section 1. Holidays. The following days shall be recognized and observed as paid holidays:

New Year's Day	President's Day	Thanksgiving Day
Patriot's Day	Indigenous People's Day	Christmas Day
Memorial Day	Labor Day	Good Friday
Independence Day	Veteran's Day	

All "regular full-time" employees shall receive one eight (8) hour day's pay for each of the holidays listed above on which they perform no work.

A. **Holiday on Weekend.** Whenever any of the holidays listed above shall fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. Employees shall be eligible for holiday pay under the following conditions:

- (1) The employee would have been scheduled to work on such day if it had not been observed as a holiday.
- (2) The employee worked the employee's last scheduled work day, prior to and after the holiday unless excused by the Superintendent of Public Works or his/her designee.

B. **Hours of Work Day for Holiday Pay.** Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of

pay times the number of hours in their regular work day.

- C. **Working on Paid Holiday.** Regular "full-time employees" who work on any of the holidays listed above, shall be paid, in addition to the holiday pay, a rate of one and one-half (1½) times the regular rate of pay for the position in which work is performed. "Regular full-time employees" who work shall be paid in addition to the holiday pay a rate of double (2) times the regular rate of pay for the position for which work is performed for Christmas Day.
- D. **Overtime.** In computing overtime, holidays will be considered as time worked.
- E. **Pay on Good Friday.** For the week that Good Friday is celebrated pay checks for employees will be made available on Thursday of that week. This practice will continue for as long as there are weekly pay checks.

Section 2. Personal Day. "Regular full-time" employees shall also be entitled to one personal day in addition to the holidays listed in Section 1 above, per calendar year.

ARTICLE 13- SENIORITY, LAY-OFFS AND REHIRING

Section 1. Seniority. The Town shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted thereafter on the Department and Union bulletin boards until the next update. A copy shall be sent to the Secretary of the Union. Any objections to the seniority list, as posted, must be reported to the Town Manager and the Union within thirty (30) days from the date posted or it shall stand as accepted.

- A. Seniority shall be a factor in addition to ability and competence in all matters affecting promotions, vacancies, new jobs, transfer, work shift, reduction in work force, recall and vacation preference.
- B. Seniority shall apply to "regular full-time employees" only.
- C. Seniority shall begin as of the original date of hire as a regular employee covered by this agreement. An employee shall not forfeit seniority rights during absence caused by illness or accident outside of the employee's working hours.

Section 2. Posting. All vacancies, promotions, new or vacant jobs in any existing job classification, or as a result of development or establishment of new positions or job classifications (excluding 3rd Class Plow Routes which shall be assigned based on degree of difficulty of route, seniority, level of experience and skills of 3rd Class Drivers, giving due consideration to Driver preference whenever possible) shall be posted for a period of ten (10) days prior to advertisement outside the bargaining unit. Copies of all postings shall be sent to the union at the same time of the posting. During the posting period, employees, who wish to apply (bid) for an open position or job including employees on lay-off, must do so in writing.

Section 3. Promotions. The term "promotion", as used in this provision, means the voluntary advancement of the employee to a higher paying position.

Section 4. Transfers. Employees desiring a transfer to a vacant position may submit a request in writing to the Superintendent of Public Works. Employees requesting transfers, for reasons other than the elimination of jobs, may be transferred to an equal or lower paying job classification only with the approval of the Superintendent. An employee who is granted a transfer to a lower paying job classification shall be paid at the pay rate of that lower job classification.

A. **Temporary Involuntary Transfers.** Employees, who are involuntarily transferred to a lower paying job classification on a temporary basis, other than for disciplinary reasons, shall continue to be paid at the higher rate of pay. This section does not apply to Section 6 lay-offs.

Section 5. 30 Day Trial Period Positions. Whenever an employee is offered a higher position on a provisional basis pursuant to Article 30, either that employee or the Town shall have the right to return that employee to the employee's prior position on or before the 30 day period ends without prejudice.

Section 6. Lay-Offs and Rehiring.

A. **Order of Lay-Offs.** In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification in which the lay-off takes place. In all cases, the employee with the least seniority in his/ her respective job classification shall be laid off first.

B. **Bumping.** Any employee who would be laid-off, or whose position has been displaced due to the elimination of any shifts or facilities, shall be permitted to bump (replace an employee with less seniority) any employee in an equal or lower job classification with less seniority, provided the bumping employee has the qualifications for the position. Any employee who is bumped and cannot exercise his/her right to bump shall be laid-off. A full-time employee shall not be required to bump into a part-time position and may accept the lay-off.

Same Number of Years of Employment. When two (2) employees have the same number of years of employment with the Town, the actual date and time of hire, if applicable, shall determine the seniority.

Notice of Lay-Off. Employees shall be given at least fifteen (15) days written notice prior to the effective date of any lay-off.

Right of Recall. Employees shall have a right to be recalled from lay-off according to their seniority for up to twelve (12) months after lay-off, providing said employees are qualified to fill the vacation position or positions.

1. **Notice by Town of Recall.** For a period of twelve (12) months after lay-off, employees

shall be recalled from lay-off according to seniority, by certified mail, return receipt requested, to the employee's last known address. It is the responsibility of the laid-off employee to furnish any change of address to the Town for recall notices.

2. **Notice by Employee to Town.** If, following a lay-off, the employee fails or refuses to notify the Town of the employee's intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail, return receipt requested, to the employee's last address on record with the Town, the employee has waived that employee's right to recall. However, if the employee has previously informed the Superintendent of Public Works or the Superintendent's designated representative in writing that the employee will be on vacation and will not be able to be reached, the employee will not be deemed to have waived that employee's right to recall. This period of vacation shall not be greater than fourteen (14) days.

ARTICLE 14 - FUNERAL LEAVE

The Town agrees to pay each "regular full-time" employee at the employee's regular hourly rate (straight time only) for actual time lost from scheduled work up to, but not to exceed, three (3) days, to attend the funeral of an employee's immediate family. ("Immediate family shall include the spouse, child, mother, father, guardian, mother-in-law, father-in-law, brother, sister, stepmother, stepfather, stepchildren, grandparents and grandchildren of the employee.) One (1) scheduled work day, at straight time only, will be paid for funeral leave for a brother-in-law or sister-in-law of the employee. Other leave may be approved by the Superintendent of Public Works.

ARTICLE 15 - CALL BACK PAY

Regular full-time employees in the Department will be paid a minimum of four (4) hours pay on a callback with the following exceptions:

- A. Call back pay will not be paid when the Town Manager or Superintendent of Public Works informs the employee that the employee must report to work prior to 6:00 a.m. in the morning or after 2:00 p.m. in the afternoon. Verbal notice will be sufficient to cover this notice.
- B. A "regular full-time" employee called to work any time between the hours of 2:00 p.m. and 6:00 a.m. without prior notice by the Town Manager or Superintendent of Public Works shall receive a minimum of four (4) hours pay.
- C. Each call back shall be considered an individual occurrence. Only the time worked will be paid at the rate of time and one half (1 ½). The remainder of the time will be paid at straight time. The hours worked on a call back will be considered a part of the forty (40) hour work week.
- D. An emergency call back shall be for a specific purpose and no other work assignment shall be made unless another emergency occurs during the time the employee is working.

- E. Once contacted, an employee who has agreed to work shall respond within a reasonable period of time.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Discipline, Dismissal, Suspension and Demotion. A Department head may, with the approval of the Town Manager, discipline, reduce the salary, suspend for a period of time or dismiss an employee under the Town Manager's jurisdiction for just cause. Disciplinary action will normally follow the following order but may be applied out of sequence due to the severity of the infraction:

- A. Verbal Warning
- B. Written Warning
- C. Suspension without Pay
- D. Demotion
- E. Termination

Section 2. Reprimand. If the Superintendent or Town Manager has cause to reprimand an employee, it shall be done in such a manner so as not to embarrass the employee in front of other employees or the public.

Section 3. Right of Rebuttal. For disciplinary actions involving loss of pay, demotion or termination, the employee shall be provided an opportunity to rebut the findings against that employee at a meeting which shall be mutually scheduled. Said meeting shall not take place more than ten (10) working days after receipt of the findings.

Section 4. Employee Dispute of Discipline. Disagreement over any disciplinary action may be processed as a grievance through the regular grievance procedure.

Section 5. Removal of Written Warnings. Written warnings shall be removed from the employee's personnel file upon request of the employee after four (4) years from the date of the written warning.

ARTICLE 17 - OUTSIDE CONTRACTORS

The Town agrees that if an outside contractor or firm is required on a major construction job or in jobs requiring skills or licensing (such as electricians, plumbers, painters, stone masons, etc., but not limited to those listed specialists) it will not, during such construction, lay off for lack of work any regular "full-time employee" who may be capable of performing such work or specialty. This shall apply only to "regular full-time" employees and only to jobs which involve public works projects, not building maintenance and equipment maintenance and like maintenance work.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of the grievance procedure shall be to settle employment grievances on as low an administrative level as possible, so as to ensure efficiency and maintain morale.

Section 2. Subject of Grievance. A grievance shall be considered to be a Union complaint concerned with:

- A. Discharge, suspension or other disciplinary action;
- B. Interpretation and application of work rules and regulations; and
- C. Alleged violation of any of the terms of this Agreement.

Section 3. Process of Grievance.

Step One: In the event an employee is aggrieved, the Union and/ or Union Representative of Council 93 AFSCME Committee shall within ten (10) working days of the alleged occurrence present the grievance in writing to the Superintendent of Public Works. The grievance shall include all necessary information including a description of the events related to the grievance and the articles that are claimed to have been violated. "Working days" shall mean Monday through Friday, but exclude holidays for which the Town office is closed either all day or for Good Friday.

Step Two: The Superintendent of Public Works shall deal with grievances submitted in writing by rendering a decision, in writing, not later than ten (10) working days following the day the grievance was received.

Step Three: If the decision of the Superintendent of Public Works is not satisfactory to the employee, the Chairman of the Union and/or Union Representative of Council 93 AFSCME, appeal shall be lodged with the Town Manager within ten (10) working days after the receipt of the written decision of the Superintendent of Public Works. The Town Manager shall, within ten (10) working days of the receipt of the appeal, submit his/her decision in writing to the Chairman of the Union and/or Union Representative of Council 93 AFSC:ME and the Superintendent of Public Works.

Step Four: In the event that the Union and/or Union Representative of Council 93 AFSCME feels that further review is desired, it shall in writing bring the matter before the Board of Selectpersons within ten (10) working days of the Town Manager's decision. The Board shall, within ten (10) working days of receipt of grievance submit its decision in writing to the Town Manager, Chairman of the Union and/or Union Representative of Council 93 AFSCME and the Superintendent of Public Works.

Step Five: If the grievance is still unsettled, either party may, within ten (10) working days after the reply of the Board of Selectpersons, by written notice to the other party, request

arbitration. The parties shall have a period of ten (10) working days to agree on an arbitrator; if no agreement is reached within ten (10) working days, the grievance shall be submitted to the Maine Board of Arbitration and Conciliation unless either side disagrees with the use of the Maine Board of Arbitration and Conciliation, in which case the American Arbitration Association procedures shall be used to select an Arbitrator. If a party does not agree to use the Maine Board of Arbitration and Conciliation, it must notify the other side within seven (7) working days of it being determined that the parties cannot agree upon an Arbitrator independently. Upon the determination of arbitration method, the party requesting arbitration must send, within ten (10) working days after the Union Grievance Review Committee has made a decision regarding the grievance if arbitration is requested by the Union or within twenty-five (25) days if arbitration is requested by the Town, a written request to the selected Arbitrator(s) requesting that arbitration be scheduled. The Arbitrator(s) shall be requested to render a decision within thirty (30) days from the date of the hearing. The arbitration decision shall be final and binding on both parties, but the Arbitrator shall have no authority to render a decision that adds to, subtracts from or otherwise modifies this Agreement. Expenses of arbitration, if any, shall be paid equally by both the Town and the Union.

Section 3. Application of Other Statutes. Nothing in this Article shall diminish the right of any employee covered hereunder to present the employee's own grievance, as set forth in Title 26 M.R.S. § 967.

ARTICLE 19- GRIEVANCE COMMITTEE

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the local Union.

Individuals so certified shall constitute the Union Grievance Committee, hereinafter referred to as the "Grievance Committee". The Grievance Committee shall not exceed three (3) members and shall be preferably the President and Secretary of the Local Union and Chief Steward.

ARTICLE 20 - MEETINGS

The Town shall meet at least quarterly, at a mutually convenient time, with the Grievance Committee. All Grievance Committee meetings, including the regular quarterly meeting, shall be held during working hours, on the Town's premises and without loss of pay.

The purpose of Grievance Committee meeting will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Grievance Committee may discuss with the Town other issues which would improve the relationship between the parties. Whenever possible, all grievances to be discussed should be submitted in writing.

ARTICLE 21- No STRIKE CLAUSE

The Union shall not cause or sanction any strikes of any kind during the terms of this Agreement. At no time, however, shall the employees be required to act as strike breakers or go through picket lines.

ARTICLE 22 - UNION ACTIVITY

Section 1. Bulletin Boards. The Town shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business.

Section 2. Visits by Union Representatives. All Union business must be conducted with the members of the Union after regular working hours excepting those items covered by this Agreement. The Town agrees that accredited local representatives of the American Federation of State, County and Municipal Employees shall have access to the premises at any time during working hours to: 1) consult with the Town representatives or local union officers; and 2) observe working conditions.

Section 3. Non-Interference. The Town agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Town or any of its representatives against any employee because of Union membership or non-membership or because of any employee's activities in an official capacity on behalf of the Union. The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees in the bargaining unit equally.

Section 4. Employee Union Meetings. The monthly employee Union Meeting may be held at the Municipal Garage at 2:00 p.m., or upon the completion of that day's work.

With verification from Council 93, the Local Union representatives shall be allowed a total of three (3) days among all Union representatives with pay each calendar year to attend Union business. The Union shall provide two (2) weeks written notice to the Town.

ARTICLE 23 - PERSONNEL FILES

Section 1. Maintenance of Personnel Files. The Town shall maintain one (1) personnel file (written and/or electronic) for each employee. The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluation and other appropriate materials relating to the employee's employment. It is understood and acknowledged that the Town keeps certain records of an employee's personnel file in the Town Manager's office independent of the records kept in the Town Garage office; however, all such records constitute one (1) personnel file for an employee.

Section 2. Evaluations and Other Employment Written Actions. An employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the employee's personnel file. An employee shall have the right to submit a written answer to any materials placed in the file within ten (10) working days. Anonymous and unattributed materials shall not be placed in an employee's file.

Section 3. Review of File. An employee shall have the right to examine his/ her file in the presence of the Town Manager or the Town Manager's agent during the normal business hours of the Town office. Requests must be made at the Town Manager's Office a minimum of two (2)

business days prior to the date requested by the employee for reviewing his or her file. Upon request, an employee may obtain copies of any material in that employee's personnel file once per calendar year at no charge. Any additional records requests shall be charged to the employee at the cost charged to the public for copies of records.

ARTICLE 24 - INFORMING EMPLOYEES

Section 1. Copies of Rules. The Town further agrees to furnish each employee in the bargaining unit with a copy of all existing rules thirty (30) days after they become effective. New "regular full-time" employees shall be provided with a copy of the rules at the time of notification of full-time employee status.

Section 2. Enforcing. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, providing the rules are uniformly applied and uniformly enforced.

ARTICLE 25 - WORK RULES AND REGULATIONS

All future work rules shall be discussed between the Town Manager, or the Town Manager's designee, and the Union before becoming effective.

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

ARTICLE 26 - COMPLAINTS FROM THE PUBLIC

Any complaints against an Employee covered by this contract shall be submitted, in writing, to the Highway Superintendent with a copy of the complaint forwarded to the Town Manager, the Employee and Union President. If the Superintendent of the Public Works determines that the complaint should be acted upon, a hearing shall be held within ten (10) working days thereafter with the Highway Superintendent and/ or the Town Manager, the Union representatives, and/or the Employee concerned and the person making the complaint. The person or persons making the complaint will be asked to attend such hearing. It is understood that the Town does not have the power to compel the person to attend the hearing. However, if the person or persons making the complaint fail to appear, the hearing on the complaint shall proceed despite said person's absence. Nothing in this section shall interfere with the obligations of the Town Manager under the laws of the Town of Rumford regarding written complaints from the public received by the Town Manager.

ARTICLE 27 - INSURANCE PLANS

Section 1. Health and Accident - Maine Municipal Employees' Health Trust. The Town will provide a Health and Accident Insurance Plan equal to or better than the plan known as "Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance" for all bargaining unit employees. The Town agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees one hundred percent

(100%) of the total out of pocket expenses as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be two thousand Dollars (\$2000.00) annually and for employees with dependent coverage, the maximum HRA reimbursement will be four thousand dollars (\$4000.00) annually. The HRA will reimburse deductible and co-insurance costs from the initial cost incurred. Each claim will be reimbursed 100% through the HRA subject to the aforementioned annual maximums. In no case will the Town pay for the subscription level to which an employee is not entitled by virtue of the number of people he/she may insure under the plan. Dependent status will be defined by the plan and shall not extend beyond 26 years old.

Effective July 1, 2021: Employees will contribute 15% towards the cost of the health insurance premium. The Town shall provide health insurance coverage through the Maine Municipal Employees Health Trust. A Health and Accident Insurance Plan known as “ Maine Municipal Employees Health Trust PPO 500 Plan and Major Medical Insurance”.

The Town shall provide dental insurance for the employee up to and not to exceed \$8.50 per week.

Pay In-Lieu of Insurance

Employees may choose to opt-out of the employer provided health insurance plan. The employee choosing this option must show proof of insurance coverage, each year by December 1st, from an alternative source. In such case fifty percent (50%) of the saved annual cost for the individual employee coverage will be payable to the employee, which shall be paid out in two separate payments in the first pay period in January and the first pay period in July of each year.

Section 2. Workers' Compensation.

The Town agrees to continue to provide Worker's Compensation Insurance as provided by state law. Cost shall be paid for wholly by the Town as provided by state law.

When receiving Worker's Compensation, the employee will continue to accrue seniority and the Town shall maintain the employee's health and hospitalization insurance for a maximum of twelve (12) months. When receiving approved medical leave, the employee will continue to accrue seniority and the Town shall maintain the employee's health and hospitalization insurance for a maximum of nine (9) months, unless the employee no longer qualifies for approved medical leave.

After a maximum period of twelve (12) months on Worker's Compensation, an employee's employment status shall cease at the Town's discretion. After a maximum period of nine (9) months on approved medical leave, and only after all available paid leave is utilized (*i.e.*, sick leave, vacation leave, personal day and compensatory time), an employee's employment status shall cease at the Town's discretion.

Any member who sustains a personal injury or compensable illness arising out of and in the course of employment shall be paid for each week of total incapacity from work resulting from the injury an amount sufficient, added to the weekly payment of Workers' Compensation paid in accordance with the laws of the state, to equal that employee's weekly wage for a period of six

months from the date of the injury. The Town reserves the right to assign the employee to light duty in order to eliminate or reduce such payments.

Section 3. Deductions from Employee Pay for Insurance.

Group Life Insurance. The Town agrees to continue to deduct amounts necessary to provide State Group Life Insurance benefits for the employee as provided by state law. Cost is to be paid by employee as provided by state law.

Indemnity Insurance. The Town agrees to continue to deduct from each individual employee's pay the premiums of the present Weekly Indemnity Insurance Plan during the term of this contract. Cost is to be paid wholly by the employee.

ARTICLE 28 - RETIREMENT PLANS

The Town agrees to continue to provide the existing benefits of the Maine State Retirement System as provided by state law and as per various contracts between the Town and the Maine State Retirement System. Said benefits to include (1) retirement benefits (including prior service benefits for employees to whom this provision applies under the contract for the same); (2) survivor benefits as per contract; and (3) Retirement Allowance Adjustment Funds, cost for all or some of the above is to be paid for jointly by the Town, employee and retired employee, as provided by state law.

ARTICLE 29 - JOB CLASSIFICATION AND PAY RATES

The entire pay scale shall be adjusted by the following:

July 1, 2021	3.0%
July 1, 2022	3.0%
July 1, 2023	3.0%

POSITION TITLE	1-JUL-21	1-JUL-22	1-JUL-23
Public Works-Foreman	\$27.14	\$27.95	\$28.79
Public Works-Leadman	\$24.32	\$25.05	\$25.80
Public Works-Class 1	\$21.43	\$22.07	\$22.73
Public Works-Class 2	\$20.61	\$21.23	\$21.87
Public Works-Class 3	\$20.22	\$20.83	\$21.45
Garage Foreman	\$27.14	\$27.95	\$28.79

Mechanic-Class 1	\$23.01	\$23.70	\$24.41
Mechanic-Class 2	\$21.22	\$21.86	\$22.52
SPECIAL RATES			
Mason (Limited)	\$22.33	\$23.00	\$23.69
Laborer	\$13.28	\$13.68	\$14.09

Employees assigned the duties of Foreperson shall receive a one hundred dollar (\$100.00) per week stipend when assigned the duties of Superintendent when the Superintendent and Assistant Superintendent is absent for a week or more.

Employees assigned to perform sewer maintenance work shall receive an additional two dollars (\$2.00) per hour added to their base rate of pay, whether working in the manhole or out of the manhole.

LONGEVITY PAY

- All employees who have successfully completed their six month probationary period are eligible for the following hourly rate increases based on longevity for 5, 10, 15, 20 and 25 years of continuous service. Employees who have completed five (5) years of service shall be eligible to receive \$0.15 per hour above their regular hourly base wage. Employees who have completed ten (10) years of service shall be eligible to receive \$0.20 per hour above their regular hourly base wage. Employees who have completed fifteen (15) years of service shall be eligible to receive \$0.25 per hour above their regular hourly base wage. Employees who have completed twenty (20) years of service shall be eligible to receive \$0.30 per hour above their regular hourly base wage. Employees who have completed twenty five (25) years of service shall be eligible to receive \$0.35 per hour above their regular hourly base wage.

Longevity pay shall be as follows:

- five (5) years = \$0.15/hr
- ten (10) years= \$0.20/hr
- fifteen (15) years= \$0.25/hr
- twenty (20) years= \$0.30/hr
- twenty five (25) years= \$0.35/hr

- For the purposes of this section, "years of service" shall be considered the total number of continuous years an individual has worked in a full time position for the Town of Rumford without a break in service, whether within this unit or outside of this unit.

2. The Sewer pay and Longevity sections of this agreement shall become effective upon ratification of this agreement by both parties.

ARTICLE 30 - RATE ADJUSTMENT

Section 1. Rate of Pay. Any "regular full-time" employee who performs a duty of a higher pay rate than the employee normally holds shall be paid the hourly rate of that duty with the following exception: Qualification period.

Section 2. Qualification Period. Any "regular full-time" employee may be required to perform the duties of a position of a higher classification for a period of thirty (30) days without change in pay or title in order to demonstrate that employee's qualifications for promotion. However, the Town Manager or his/her designee may at his/her discretion waive the requirement. This does not apply to "regular full-time" employees who may be training for promotion to higher classification. Such personnel shall meet the qualifications and pay increase as prescribed by the Town Manager and approved by the Board of Selectpersons.

Section 3. Seniority. In order to demonstrate ability, classification seniority shall be used when assigning employees to perform the duties of a higher classification for the thirty (30) day demonstration period.

Classification Seniority: Shall be defined as the length of time that an employee has been continuously employed in a particular pay class.

Department Seniority: Shall be defined as the length of time that employee has worked continuously for the Town.

ARTICLE 31 - SICK LEAVE AND UNPAID LEAVE OF ABSENCE

Section 1. Sick Leave. All "regular full-time" employees contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform that employee's duties shall receive sick leave with pay. Sick leave shall be paid starting with the first day of any illness.

- A. **Medical Authorization Form.** All "regular full-time" employees shall sign a medical authorization form which has been approved by management and the union and which complies with the current state and federal laws and regulations giving the Town Manager the authority to contact any doctor or hospital, if in the judgment of the Town Manager it is necessary to investigate the employee's misuse of sick leave. An employee shall sign this authorization within one (1) week from the date of a written request sent to his or her home address.
- B. **Number of Sick Leave Days.** Employees will earn sick leave at the rate of eight (8) hours per month, not to exceed a total accumulation of one thousand hours.
- C. **Doctor's Appointment.** Upon request of the Superintendent, the employees shall

work part of the day when they have to attend a doctor's appointment and they shall provide a doctor's note in order to be paid sick leave for the appointment. Employees shall provide a minimum of three (3) days notice of their intent to be excused from work for doctor's appointments that are not considered to be an emergency, the Superintendent, or their designee, may waive the time frames at his/her discretion.

- D. **Unused Sick Days.** Upon retirement, an employee will be entitled to payment of one-third (1/3) of the employee's accumulated sick leave. The accumulated sick leave cannot exceed one hundred twenty-five (125) days.
- E. **Family Illness.** To care for the legitimate illness of an immediate family member, employees shall have the discretion to use up to two weeks of his/her accrued sick leave and/or vacation leave.
- F. **Tracking Remaining Sick Leave.** Employee's weekly pay stub shall track their balance for remaining sick leave.
- G. **Unpaid Leave of Absence.** Upon the approval of the Superintendent of Public Works, an employee may receive a leave of absence without pay not to exceed a total of twenty-four hours in a contract year for unforeseen circumstances. The Superintendent shall have sole discretion over the granting of said leave provided that employees' requests are not denied in an arbitrary or capri manner.

ARTICLE 32 - REPAIR OR REPLACEMENT OF EYE GLASSES AND DENTURES

If, in the course of normal working duties and hours, an employee's eye glasses or dentures are accidentally broken, the Town agrees to reimburse the employee for the repair or replacement of said eye glasses or dentures. Said replacement shall consist of the same style, quality or composition as that of the item being replaced. The Town shall pay up to \$100 for the employees' prescription safety glasses as needed but in no case more than once per year.

ARTICLE 33 - SUPERVISORS

Supervisors shall not perform the duties of the regular hourly employees except in cases of emergency.

ARTICLE 34 - CLOTHING

Section 1. Reimbursement for Work Clothing. A clothing provision and/or reimbursement shall be paid to employees in a separate check consistent with one of the below methods as selected by the employee:

- a. Employer will provide uniforms and a separate check for \$200 for boots per calendar year
- b. Employer will provide a clothing reimbursement in a separate check for \$870 per calendar year.

Purchases are subject to the approval of the Public Works Superintendent and shall be reimbursed

upon showing receipts

Items eligible to be purchased from this clothing allowance include: steel-toed OSHA approved boots(must be worn at all times when working for the Town of Rumford), shirts, pants and coveralls.

Section 2. Mechanic's Clothing Reimbursement. The Town will maintain uniforms and coveralls and provide OSHA approved steel toed boots for the mechanics. Additionally, the Town will provide and maintain two additional pairs of coveralls in the garage area for the use of employees.

Section 3. Safety Equipment. All employees must wear all safety equipment provided by the Town.

Section 4. Cell Phone Stipend. Given that employee cellphones are an integral part of an employee's job function, the Town shall provide a bi-annual cell phone stipend of \$15 per month to be paid in December and June.

ARTICLE 35 - GENERAL PROVISIONS

Section 1. CDL Licenses. The Town will pay for CDL licenses.

Section 2. Fires. Regarding fires during working hours, release from work will be given only by the Town Manager or Superintendent of Public Works. Upon returning from the fire, the employee will inform the Garage Clerk as to whether the employee will sign up and be paid by the Fire Department (in which case the employee will punch out at the garage for the hours while at the fire) or not sign up at the fire station and remain on the garage payroll.

Section 3. Winter Obligation. Employees are expected to be available to be called in to work during the snow/ice season. The winter obligation shall be from November 1st to April 1st. Employees must also be available if they have been alerted by the Town Manager or the Town Manager's designee to the possibility of a call-in during the evening hours or a weekend. "Being available" means being available at the employee's normal telephone number or leaving word at the Public Works garage as to where the employee can be reached. "Being available" also means that if a reasonable person would know that a call-in would be required, this would also mean that the employee be available. The provision does not require the employee to be at home but only imposes an obligation to let the Town know how to reach the employee under the above stated circumstances. If it is necessary for the employee to be excused from this obligation, prior arrangements must be made with the Town Manager or the Town Manager's designee. Employees are expected to report to work in an appropriate condition to fulfill the employee's job responsibilities.

- A. **Time off in Winter.** An employee may request rime off during the winter subject to the approval of the Superintendent, with said approval to be not unreasonably withheld, and providing that no more than one person is off at a time (to include employees who are on long term sick leave, family medical leave or workers' compensation absence), the Superintendent or his or her designee may waive this

requirement at their discretion, and the request is for no more than five (5) days.

Section 4. Emergency Weather. Employees are expected to be available to be called in to work during periods of severe weather emergencies, such as floods, tornadoes, hurricanes, etc. which require a prompt response to protect the public and minimize damages to our roads and facilities.

ARTICLE 36-RESIDENCY PROVISION

Employees must live within 45 minutes of the town garage as determined by Mapquest.

ARTICLE 37- HEALTH AND SAFETY

Section 1. Safety and Health Policy. Employees shall notify the Superintendent or his/ her designee, of any workplace injury they incur on the same day the injury happens unless physically unable to do so.

Section 2. Immunizations. Employees shall receive Hepatitis immunization including all recommended follow-up testing.

Section 3. Policies. The highway department shall adopt an official written departmental occupational safety and health policy that identifies specific goals and objectives for the prevention and elimination of accidents and occupational injuries, exposures to communicable diseases, illnesses and fatalities.

Section 4. Roles and Responsibilities. It shall be the responsibility of the highway department to research, develop, implement and enforce an occupational safety and health program that recognizes and reduces the inherent risks involved in the operations of a highway department.

Section 5. Compliance.

- A. **Department.** The highway department shall be responsible for compliance with all applicable laws and legal requirements with respect to the safety and health of its members and shall establish and enforce rules, regulations and standard operating procedures for this purpose.
- B. **Individual.** Each individual employee of the highway department shall cooperate, participate and comply with the provisions of the occupational safety and health program. It shall be the right of each employee to be protected by effective occupational safety and health program and to participate in or be represented in the research, development, implementation, evaluation and enforcement of the program.

Section 6. Occupational Safety and Health Committee. An occupational safety and health committee shall be established. The committee shall include the following members:

- 1) Representatives of the highway department management;

2) Individual members of Local 1458-04.

The purpose of this committee shall be to conduct research, develop recommendations and study and review matters pertaining to occupational safety and health within the highway department.

Section 7. Equipment. All equipment purchased by the Town and used by the employees covered by this Agreement shall meet, at a minimum, the requirements of all federal and state safety and health laws.

Section 8. Communication. All matters of occupational safety and health will be handled directly between the Union and the Highway Superintendent. Their recommendations will be directed toward the rapid and effective solutions of all safety and health problems.

Article 38- Regionalization

The Union acknowledges that the Town of Rumford is in discussions with area towns concerning regional issues that may or may not affect the delivery of public works services in our region. The Union agrees to reopen discussions concerning this agreement, if necessary, during the three (3) year duration of this contract period if the Town notifies the Union, in writing, prior to the date of negotiations that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty days after the date of the notice to reopen the contract.

ARTICLE 39: DIRECT DEPOSIT

All members shall sign up for payroll Direct Deposit.

ARTICLE 40- TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2021 and shall remain in full force until the 30th day of June, 2024. Either party shall give notice in writing of its desire to negotiate at least 120 days prior to the end of the contract term for a new agreement to commence on July 1, 2024.

IN WITNESS WHEREOF: the parties hereto have set their hands this 17th day of ¹⁷June, 2021.

FOR THE UNION:

FOR THE TOWN OF
RUMFORD, MAINE:

By: Francis W. Errington
Francis Errington, President, Local 1458-01

By: CMB
Christopher Brennick, Chair

By: Richard Blanchard
Richard Blanchard, Shop Steward

By: Frank DiConzo
Frank DiConzo, Vice-Chair

By: Richard Philbrick
Richard Philbrick, Secretary

By: Michael Peter Chase
Michael Peter Chase, Selectperson

By: Peter White
Peter White, Member

By: James Theriault
James Theriault, Selectperson

By: Alan Carrier
Alan Carrier, Member

By: Eric Mclean
Eric Mclean, Selectperson

By: Steven Lyons
Steven Lyons, AFSCME Council 93

APENDIX B
USE OF GARAGE FACILITIES

In compliance with the award made on July 25, 1973 by the Maine State Board of Arbitration and Conciliation, the Rumford Board of Selectmen and the membership of the Rumford Public Works Union Local 1458-04 hereby agree to the following regulations pertaining to the use of the Municipal Garage facilities by the Public Works Department employees during the period of July 1, 2021 to June 30, 2024:

- 1) Employees are allowed to park their private cars under cover if available, in vacant truck stalls during the winter months while they are plowing snow.
- 2) Employees shall be allowed to use the garage facilities for minor repairs for one hour after the close of each working day (and with the permission of the Superintendent this may be extended one additional hour). An appointment schedule for the time requested after the close of each working day and the securing of a Foreman/mechanic to be in charge, with the approval of the Superintendent of Public Works, shall be the responsibility of the employee, requesting the time, to obtain. The Foreman/mechanic in charge during all time periods covered in this agreement will not be compensated for this time by the Town of Rumford.
- 3) Use of the facility for up to four hours on Saturday must be with prior notice and approval of the Superintendent of Public Works and the Foreman/mechanic to be in charge and is to be limited to a "pressing need" rather than a routine open period.
- 4) The privileges outlined in this agreement shall not be revoked or withdrawn from any one or more of the employees without just cause. Any such action may be subject to Article 17 of the Grievance Procedure.
- 5) "Minor repairs" are defined and limited as meaning those repairs that can be made during the specified time period of a particular day allowing the vehicle to be operational and physically removed from the garage premises at the end of the specified time period of that day. Usage of equipment, tools and materials, owned by the Town of Rumford may be exercised only upon prior approval of the Superintendent of Public Works.
- 6) The Town of Rumford shall not be liable for or responsible to any employee who is injured or who injures another employee while using the garage facilities under the terms of this memorandum.
- 7) No other citizens, family members, or general public will be allowed to make repairs, use tools and equipment or congregate on the property while employees are allowed to use the facility.

APPENDIX A
SUMMER HOURS OF WORK

Prior to March 1st of each year the parties will meet and decided if they mutually wish to alter the summer hours of work. If the parties agree to alter the summer hours of work the following applies:

ARTICLE 6 - WORK SCHEDULE AND REGULAR HOURS

The work schedule shall consist of four (4) consecutive ten (10) hour days, Monday through Thursday, work day beginning at 6:00 a.m. and ending at 4:00 p.m. with a twenty (20) minute lunch period on the job, all working hours to be consecutive.

ARTICLE 7- MEAL PERIODS

All employees shall be granted a lunch period during each t e n (10) hour work shift. Whenever possible, the lunch period shall be scheduled usually from 12:00 noon to 12:20 p.m. The employee shall be granted one half (½) hour of time off to eat during the periods when required to work beyond 5:00 p.m., the employee may use said time to travel and eat at a restaurant. In the event that an employee is required to work beyond 5:00 p.m. and is unable to take the one-half hour of time to eat, the employee shall receive one hour's compensation at the individual employee's current rate. In addition, the employee shall receive a meal allowance while working on overtime period after the first four (4) hours and each subsequent four (4) hour period thereafter \$8.50.

ARTICLE 8 – REST PERIODS

All employees' work schedules shall provide for a 15 minute rest period during the first half of each ten (10) hour shift.

ARTICLE 9 - CLEAN-UP

Employees shall be granted a 10 minute personal clean-up period prior to the end of the ten (10) hourshift.

ARTICLE 10- OVERTIME

Section 1. When Overtime Paid. The rate of time and one-half (1½) shall be paid for all hours worked over ten (10) hours in any one day except from November 1st to April 1st when it will be time and one-half for all hours after 40 hours in any one week. The pay period shall consist of seven (7) days which shall start at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday of any individual week. Day starts at midnight to midnight of the following day-24 hours. In computing overtime, sick leave and vacations will be credited as hours worked. Funeral leave and compensatory time shall not be considered time worked for the purpose of computing overtime.

