

**AGREEMENT**  
**Between**  
**TOWN OF ORONO, MAINE**  
**and**  
**COUNCIL #93**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**AFL-CIO**  
**for the**  
**General Unit**  
**of the**  
**Town of Orono**

**July 1, 2024 - June 30, 2027**

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### **Article 1 – Preamble**

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

THEREFORE, this Agreement by and between the parties is entered into effective as of July 1, 2024, except as noted elsewhere in this Agreement.

## **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 the following unit positions: Administrative Support Specialist/Community Development, IT Systems Administrator, Bookkeeper, Assistant Clerk, Library Circulation Manager, Library Youth Services Manager, Library Specialist, Parks and Recreation Department Program, Staff Accountant.

Excluded from the unit are: Assessor, Code Enforcement Officer, Town Planner, Payroll and Benefits Clerk, Administrative Assistant to the Town Manager, any employees regularly scheduled to work less than 16 hours per week, all other Town employees, including per diem employees, temporary employees, and all other employees not defined as “public employees” under the Maine Public Employees Labor Relations Law.

### **Article 3 -- Check-off Authorization/Indemnification**

Section 1. The Town shall deduct regular monthly dues only upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Union as to the amount of dues. Such authorization shall continue unless an employee notifies the Town of the employee's desire to revoke the employee's authorization for dues deduction.

Section 2. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

1. The Town agrees to deduct the regular weekly Union dues, PEOPLE, and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the Town. The amounts to be deducted shall be certified to the Town Manager by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.
2. The Town shall forward all such dues so collected to the Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the Town harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.

#### **Article 4 – Management Rights**

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. These rights shall include, but are not limited to, the following: the operations, staffing and management of the Town's offices, departments and divisions covered under this Agreement, the direction of the working forces, the right to hire, to discharge and discipline, to change assignments, to promote, to suspend, to reduce and expand the working forces, to transfer, to maintain discipline, to establish work schedules, to introduce new, improve or changed methods of work or facilities, and to establish, change, combine, or eliminate jobs, work tasks, or positions. The Town's not exercising any such function or right is hereby reserved to it, or the exercise of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Town may subcontract without first negotiating with the Union for the training of employees, maintenance and repair of equipment and facilities, and other work that does not result in the elimination of bargaining unit jobs. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

#### **Article 5 – Extra Contract Agreements**

The Town agrees not to enter into any agreement or contract with any bargaining unit members, individually or collectively. Any such agreement shall be null and void.



### **Article 6 – Subcontracting**

Both the Union and the Town agree that the Town may either sub-contract or contract to meet their necessary work requirements, however, any sub-contracting or contracting will not result in the elimination of classifications or reduction in hours to the Union or its members.

The Town shall notify the employee to be laid off thirty (30) days prior to the layoff and shall make a reasonable effort to find alternate employment for any affected employee.

#### **Article 7 – Union Activities**

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for the employee's acts as such officer of the Union so long as such acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of Union membership or activities.

### **Article 8 – Access to Premises**

1. Authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Town's working schedule.

2. The Union will provide the Town with a list of authorized representatives within a reasonable time from the signing of this contract.

3. The Union representative will notify the Town Manager or Department Head in advance for the purpose of gaining access to the premises.

## **Article 9 – Union Officers**

**Section 1.** The Union, any stewards and officers, shall have no authority to take strike action, slowdowns, stoppages, or any other action interrupting the Town's business.

**Section 2.** An employee who is the authorized Steward of the Union (or Alternate) may be allowed time off with pay during their regular work or shift hours, by permission of their direct supervisor and the Town Manager (or their designee), 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 the Steward and Alternate combined except by written permission of their direct supervisor and the Town Manager. The Alternate Steward shall serve as Steward only in the Steward's absence from work for their shift. With permission of their direct supervisor, the Steward (or Alternate) may be allowed time off, without pay, to attend official Union functions (such as annual convention) for up to three (3) unpaid days per year provided that such request is made in writing at least ten (10) working days in advance of such function, that there is no disruption of departmental operations, and provided that the Town does not incur any expense as a result of the absence of said Steward or Alternate.

#### **Article 10 – Bulletin Boards**

The Town agrees to provide suitable space for Union use at all locations used by the Town to post notices to employees represented by this Agreement. The Union shall limit its use of such bulletin board(s) to official Union business only, such as meeting notices and Union bulletins. Solicitations are not permitted without prior Town approval.

## **Article 11 – Discharge or Suspension**

**Section 1.** The Town shall not discipline any employee without just cause. Should it be determined that disciplinary action against an employee should progress to the level of an official hearing to determine the possibility of disciplinary suspension or dismissal, then the Department Head shall arrange for a meeting prior to such suspension or dismissal. In all cases involving the discharge or suspension without pay of an employee, the Town must immediately notify the employee in writing of the employee's discharge or suspension and the reason therefor. Such written notice shall also be given to the Union steward, within one (1) working day from the time of the discharge or suspension.

**Section 2.** Any employee discharged must be paid in full for all wages owed employee by the Town, including earned vacation pay and time due, if any, within a reasonable amount of time from the date of discharge, subject, however, to the return of all Town-issued property in the employee's possession or control and the submission of all passwords created by the employee in order to access any town accounts.

**Section 3.** A discharged or suspended employee must advise the Union in writing, within five (5) working days after receiving notification of such action against the employee, of the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town Manager in writing within seven (7) calendar days from the date of discharge or suspension, and this action shall be considered Step Three of the grievance procedure and further process shall be as per Article 12.

## **Article 12 – Grievance Procedure**

A grievance is hereby defined as any dispute, controversy or misunderstanding which may arise regarding the interpretation or application of the terms of this Agreement.

The aggrieved employee or employees must present the grievance in writing to the Union Steward and the grievance must be signed by the employee. Prior to filing the written grievance, however, the aggrieved employee or employees shall discuss the matter with their Department head in an attempt to resolve the matter informally. If the matter cannot be resolved informally, the Union steward and/or the employee shall take up the written grievance with the Department Head and shall provide the Department Head with a summary of the facts of the grievance. Written grievances must be submitted within twenty (20) calendar days after the occurrence of the event giving rise to the grievance or first knowledge of said event, whichever shall be later, or they will be considered untimely and will be considered waived.

The Department Head shall have ten (10) calendar days to respond in writing to a written grievance. If the Union and affected employee is not satisfied with the written response received from the Department Head, the Union may submit the grievance to the Town Manager or his/her designee in writing within ten (10) calendar days after receipt of the response of the Department Head. A meeting will thereafter be held on the grievance. Within ten (10) calendar days after such meeting, the Town Manager shall render a written decision on the matter.

In the event that the written decision of the Town Manager is not acceptable to the Union, the Union may, within fifteen (15) calendar days from the date of the Town Manager response, file a request for an arbitration hearing on the matter. Within twenty calendar days after such a request, the parties shall confer in writing and shall offer the names of at least two (2) arbitrators. If the parties cannot thereafter agree on an arbitrator, then the matter will be submitted for arbitration with the American Arbitration Association.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's service and the proceeding shall be borne equally by the Town and the Union. However, the Town and the Union each shall be responsible for compensating their own outside representatives and witnesses. If either party desires a verbatim record of the proceedings, it pays for the record, and makes copies available, without charge, to the other party and to the Arbitrator.

The time limits for the processing of grievances may be extended only by the written, mutual consent of the parties.

It is expressly understood by the parties involved that all material and information of a grievance is not public information and shall remain confidential.

### **Article 13 – Separation from Employment**

Upon separation, the employee shall return all issued equipment, tools, clothing, cards, keys, passwords, and accoutrements to the Town of Orono. In the event of termination, the final paycheck shall be withheld until all issued equipment is turned in.



## **Article 14 – Seniority**

**Section 1.** Seniority lists shall be established for each department with the employee with the greatest seniority (by date of initial employment in the department in a unit position), by classification, listed first. Seniority shall be based upon the employee's last date of permanent full-time hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be a factor in matters affecting work- shift assignments, vacation scheduling and promotions, and shall be the governing factor in all matters affecting layoff and recall in their classification, provided all other qualifications are equal.

**Section 2.** 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 their respective department. All affected employees shall receive thirty (30) days advance notice of layoff, and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices to their last known address by certified mail, and been given fourteen (14) calendar days to report back to work.

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

**Section 4.** All permanent job openings and/or vacancies which the Town intends to fill shall be posted for a minimum of five (5) days by the Town as soon as such openings and/or vacancies become available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days. The Town reserves the right to consider applicants from outside the unit for all promotions and job openings from outside the unit.

### **Article 15 – Workweek**

The basic departmental workweek schedules in force for Employees covered by this Agreement on the effective date of this Agreement shall not be changed without the Employer first notifying all employees affected by such change in writing, at least fourteen (14) calendar days before the effective date of the change in schedules. Schedules shall be posted at least seven days prior to the starting date of a schedule. The Town reserves the right to change or modify workweek schedules upon such notice.

The following hours shall not be included in the computation of total hours for overtime purposes: holidays, vacation time, sick time, compensatory time taken, bereavement leave and jury duty. Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate for all hours over 40 hours per week.

Any unscheduled hours shall be offered to a bargaining unit employee first. If a bargaining unit employee is not available, then the employer can call on part-time, temporary employees and any other non-union employees. If no bargaining unit member, part time or temporary employee agrees to work the unscheduled hours, the most junior bargaining unit member in the affected department who is qualified for the assignment shall be forced to work the unscheduled hours.

Overtime shall be offered to regular employees of the bargaining unit by seniority by the rotating seniority method.

An Employee may choose to accumulate and use up to 40 hours of compensatory time each contract year (July 1st through June 30<sup>th</sup>) which may be used in the same manner that vacation time is used. Compensatory time shall accrue at the rate of time and one-half in lieu of overtime pay. On June 30<sup>th</sup> of each contract year, any accrued but unused compensatory time will be paid out by the Town on the next regular payroll period.

All Employees' work schedules shall provide employees who work at least six (6) consecutive hours in any workday with (i) a 30-minute unpaid lunch/rest period and (ii) one (1) 15-minute paid rest break. Rest periods shall be taken at times which are convenient and efficient to the current work assignment and customer demands. Per current practice, the Town may cross-train and reassign any town employee across departments for coverage as needed during any such lunch or rest break, *in addition to*, unexpected member absences, or times of increased work projects / customer demands. Both the Town and the Union recognize that supervisors may also fill in to help maintain customer services for short periods, *as outlined above for employees*.

## **Article 16 – Wages**

### **Attachment A: Wage Chart**

During the term of this Agreement, the Town will honor any (1) educational reimbursement and (2) health care contribution agreements set forth in any letter of hire entered into prior to ratification.

## **Article 17 – Holidays**

**Section 1:** Full-time Unit employees shall be entitled to the following paid holidays:

New Year's Day; (2) Martin Luther King Day; (3) President's Day; (4) Patriot's Day; (5) Memorial Day; (6) Juneteenth (if adopted and approved by the Town Council); (7) Independence Day; (8) Labor Day; (9) Indigenous Peoples' Day; (10) Veteran's Day; (11) Thanksgiving Day; (12) Friday after Thanksgiving; (13) Christmas Day.

Part-time unit members (all those who are regularly scheduled to work less than 40 hours per week), shall receive pro-rated holiday pay for only those holiday days on which they are scheduled to work.

**Section 2:** Full-time (including probationary) employees shall not be required to be on duty on a recognized holiday day unless the employee's services are required for an emergency or performance of an essential public service, in which event any such employee shall be entitled to pay at one and one-half (1½) times the regular rate for hours actually worked.

**Section 3:** When a holiday falls on a Sunday, the following Monday will be observed and when a holiday falls on a Saturday, the preceding regular scheduled department workday will be observed. The Town Manager will notify employees each year of the days on which holidays recognized by the town shall be observed. If a holiday falls on a part-time employee's regularly scheduled time off, the employee shall be entitled to pro-rated holiday pay.

**Section 4:** Payments for a holiday shall be made only if the eligible employee shall have actually worked on their last regularly scheduled working day prior to such holiday and on their next regularly scheduled working day following such holiday, or was in full pay status on the preceding and following day in accordance with other provisions of these rules and regulations. However, an employee who engages in a pattern of using sick leave on the last scheduled working day prior to such holiday or on their next regularly scheduled working day following such holiday, the employee shall not receive holiday pay.

## **Article 18 – Vacations**

### **Section 1: Vacation leave.**

- a) Amount. All regular full-time unit employees shall earn vacation during weeks in which the employee actually works or is in full pay status for at least 35 hours as follows:
  - i) After completion of six years of continuous service, vacation shall be accrued weekly at the annual rate of three weeks per employment or anniversary year.
  - ii) After completion of 12 years of continuous service, vacation shall be accrued weekly at the annual rate of four weeks per employment or anniversary year.
  - iii) After completion of 25 years of continuous service, vacation shall be accrued weekly at the annual rate of five weeks per employment or anniversary year.

**Section 2:** Part-time employees. Part-time unit employees are entitled to a pro-rata share of vacation leave based upon their years of service and average scheduled workweek.

**Section 3:** Accumulation of vacation leave. Vacation leave shall not be accumulated to exceed or carry over more than two weeks (80 hours) of vacation an employee earns in an anniversary year. If an employee reaches this limit, they shall not accrue any more leave until their vacation bank falls below the limit.

**Section 4:** When taken. No vacation leave may be taken by any employee while they are in probationary employment status. Departments shall schedule vacation leaves with regard to length of service of employees, the department's operating requirements and responsibilities and, as far as possible, with the requests of employee based on seniority. At no time shall more than two employees of the same classification be granted the same vacation period, except with express approval of the Department Head. On or before July 1<sup>st</sup> of each contract year, Department Heads will designate in writing certain periods of the following fiscal year as periods when, for operational or customer needs, vacation requests will not be granted.

**Section 4:** Holiday during vacation. In the event one or more municipal holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays will be granted or paid for which fall during leaves of absence.

**Section 5:** Death of employee eligible for vacation. Upon the death of an employee who is eligible for vacation, payment will be made to the estate of the deceased employee in an amount equal to the employee's accrued vacation pay.

**Section 6:** Termination of employment. Employees who are eligible for vacation under this Agreement, and leave in good standing, shall be paid an amount equal to the vacation pay earned, but not paid, to the effective date of such termination. Employees must provide at least two (2) weeks' notice for any voluntary termination or retirement.

Section 7: Vacation and sick leave. Vacation time may be used by employees in addition to, or in lieu of, sick leave, with the approval of the Town Manager. An employee who becomes ill while on vacation may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his department head. An employee who is absent upon the scheduled workday just before or after vacation shall not receive paid sick leave for the absence(s) unless the employee submits a physician's certificate stating the reason for the absence.

Section 8: Waiving of vacation leave. Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to convert such leave into wages in lieu of vacation leave.

## **Article 19 – Sick Leave**

**Section 1:** Sick leave. All full-time (including probationary) unit employees shall accrue sick leave with pay at the rate of 2.31 hours for each scheduled week of forty (40) hours or 2.02 hours for each scheduled week of thirty-five (35) hours in which the employee actually works or is on full pay status for thirty (30) hours. Part-time employees are entitled to a pro rata share of sick leave.

Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only in the case of actual personal illness, disability or exposure to contagious disease. Sick leave may also be used for physical examinations and consultation with physicians. In addition, up to forty (40) hours of sick leave in any twelve-month period may be used for the purposes intended under the Maine Earned Paid Leave Act (MEPL), or attendance upon members of the employee's immediate family or spousal equivalent whose illness requires the care of the employee.

An employee may accumulate the unused portion of sick leave up to a maximum of 480 hours. However, no payment for unused sick leave will be made upon separation from Town employment.

**Earned Paid Leave:** Employees may use up to forty (40) hours of accrued sick leave each calendar year for the purposes set forth in the Maine Earned Paid Leave (EPL) Act. New employees cannot use sick leave for EPL purposes until they have been employed by the Town for at least 120 days. Employees must give at least 30 days advance written notice of any EPL leave request, unless the leave is used for emergency reasons, and in all cases must be approved by the Town Manager. Employees must designate the purpose or reason for the EPL leave request, such as vacation, personal, sick, bereavement, etc. and abide by the terms of this Agreement for any such leave request.

An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his workday on the first day of his absence and it shall be the responsibility of the employee to keep his supervisor advised of the predicted length of absence and likely date of return. Sick leave shall begin on the date of notification of the illness as given by the employee, his family or his physician.

**Section 2:** Additional sick leave request. If the amount of sick leave credit and vacation provided in this personnel policy has been or is about to be exhausted, an employee may make an application in writing for additional allowance of sick leave. Such additional allowances may be authorized by the town manager after reviewing all of the circumstances, work performance and other facts relevant to the request for the additional allowance. Any such allowance shall be considered an advance against future earning of sick leave.

**Section 3:** Physician's certificate. The department head or the town manager may require evidence in the form of a physician's certificate showing the reason for any absence and will be required for any absence of three (3) or more workdays. This certificate should give the nature of the illness, the expected duration and shall be paid for by the Town. The Town may choose the

physician from whom it wishes the employee to obtain the certificate. If such a certificate is not provided upon request, further days of absence may reduce available vacation leave or may be considered, at the discretion of the town manager, leave without pay.

Section 4. Family and Medical Leave. Employees of the Town may be eligible for either federal unpaid family and medical leave, or Maine family and medical leave, or neither, depending on the employee's individual status. Eligibility of all such leaves, if any, will be governed by the Town's FML policies, and state and federal law, as follows:

1) In compliance with the state and federal Family and Medical Leave Acts, the town provides an unpaid leave of absence for up to twelve (12) weeks in a twelve-month period for any employee who has been employed by the town for at least one thousand forty (1,040) hours during the preceding twelve (12) months. The family and medical leave may be requested for any of the following reasons:

- a) The birth or care of a child;
- b) The placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter or parent with a serious health condition;  
or
- d) Because of a serious health condition that makes the employee unable to perform the function of their job.

2) Any eligible employee wishing to take family and medical leave should make an appointment with the town manager or designee to discuss in full detail the provisions that are available to the employee under the Acts.

3) Employees are required to provide at least thirty (30) days' advance notice should they intend to take family and medical leave. In emergency situations employees should give notice of their intent to take family and medical leave as soon as practicable. The town may require medical certification of the condition creating the need for family and medical leave.

4) The town requires the use of accrued vacation, comp time and sick leave as a part of any unpaid family and medical leave. Employees on paid family and medical leave (such as when receiving workers compensation pay or short-term disability pay) may voluntarily elect to make up their full pay by using accrued vacation, comp time or sick leave benefits. While on family and medical leave the employee will have the opportunity to continue any group health insurance coverage for which he is eligible on the same conditions as coverage would have been provided if the employee had been continuously employed during the leave. The employee is responsible for continuing payment of his share of health insurance premiums and should make arrangements with the town for payment of such premiums before departing on leave. Once family and medical leave expires, if the employee wishes to continue health insurance coverage, he shall pay the entire premiums for such health insurance.



5) The employee shall not accrue additional vacation or sick leave during any unpaid portion of family and medical leave.

6) An employee on family and medical leave will be entitled to return to the same or an equivalent position as the one s/he left but only if such job exists. The town may inquire from time to time regarding written verification of the employee's status and intent to return to work. If the employee fails to return to work promptly at the end of approved family and medical leave, the employee may be subject to disciplinary action, up to and including termination.

7) If the employee's serious health condition is related to performing work for the town and is covered by worker's compensation benefits provided through the town, family and medical leave will be charged concurrently with any workers compensation leave.

8) Maine Paid Family and Medical Leave (PFML): The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee (0.5%) and the Town (0.5%). Should the contribution rate increase during the term of this Agreement, the parties will split any increase equally. Benefits are scheduled to become available on May 1, 2026. The Town and Union agree that either party may reopen the applicable portions of Article 15 and other leave-related articles in this Agreement for the limited topic of addressing PFML.

The parties further agree to meet in a LM meeting prior to any statutory change that effects the leave benefits and costs set forth in this Agreement, and to amend to Agreement as may be required to comply with Maine and/or federal law for that purpose only. The parties further agree that, notwithstanding any Legislative changes, the total leave benefits available to employees under this Agreement shall not increase or decrease as a result on any Legislative changes, requirement or obligations.

**Article 20 – Leave of Absence Without Pay (non-FMLA leave\*).**

\* If the purpose of the leave of absence qualifies as FMLA leave, the requirements of Article 19 (4) shall be applied.

**Section 1:**

The Town may grant an employee a leave of absence without pay, but only with the discretionary prior written permission of the Town Manager. No such leave will be granted except upon written request of the employee setting forth the reason for the request. The denial of any such request is not grievable. Upon expiration of an approved leave of absence or within a reasonable period of time after notice to return to duty, the employee shall return to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Vacation and sick leave do not accrue during a leave without pay. While on administrative leave the employee may have the opportunity to continue group health insurance coverage at his own cost. Department heads may grant a regular or probationary employee a leave of absence without pay for a period of time not to exceed one week. Such leaves shall be reported immediately to the town manager.

**Section 2: Jury leave.**

Every employee who is called or required to serve as a juror will be excused from his work for the period necessary to perform this duty. If the jury is excused early from duty during the time of its service, the employee is expected to report for work as usual. An employee required to serve on a jury and thus having to be absent from regular duty may, upon application, be paid the difference between the compensation received from jury duty and his regular compensation from the town, for a period of up to thirty (30) days in any twelve-month period, upon presentation of a receipt of jury pay granted or received.

## **Article 21 – Military Service**

Any unit employee in a full- or part-time position who is a member of the National Guard or other military reserve unit and who is required to undergo field training shall be entitled to a leave of absence with differential pay for the period of such training. Differential pay shall not exceed two (2) weeks in any one year. The amount of compensation paid to such employee shall be the difference between their base compensation for military activities as shown by a statement issued by military authorities, and the amount of net straight time base pay due as an employee of the town. If the compensation for military service is equal to or greater than the net straight time salary or wages due as a town employee, then no payment shall be made. Employees will be entitled to unpaid leaves of absence to perform military duties to the extent required by law.

## **Article 22 -- Bereavement Leave**

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of his immediate family. The Town Manager shall grant, upon the request of the employee, three (3) working days of bereavement leave without loss of pay in this situation. Bereavement leave will not be charged to an employee's vacation or sick leave.

### **Article 23 – Insurance**

The Town shall make available to full-time employees, and may provide to part-time employees, group health insurance at a benefit level and with a carrier of the Town's choice.

The Town offers two health insurance plans: POS 200 and PPO 1500.

For employees selecting the POS 200 plan, the Town pays 90% of the premium cost for individuals only (employee pays 10%), and the Town pays 75% of the premium cost for the family plan (employee pays 25%).

For employees selecting the PPO 1500 plan, the Town will apply the total dollar premium paid towards the respective individual/family POS 200 plan towards the PPO 1500, with any excess funds being contributed to an HRA account for the employee.

Payment in Lieu of Town Insurance:

The Town will pay any full-time employee \$3000 annually in lieu of single employee insurance coverage. In order to be eligible for this payment, the employee must provide written proof that they are covered under the health care plan of their parent or spouse. The employee must also remain covered under that alternate health care plan for the entirety of the contract year. Payment of the \$3000 will be made in equal pro-rated amounts in each weekly paycheck. Part-time employees working more than 20 hours per week are entitled to a pro-rated benefit, based on their hours worked.

#### **Article 24 – Retirement**

The town shall provide full-time and part-time employees with participation in a retirement system, either through the state retirement system or another system which the Town may from time to time implement. The Town and the employee shall contribute to the retirement system in an amount determined by the retirement plan for each employee enrolled in the program.

The Town offers two retirement plans: MainePERS and a 457 plan through Mission Square Retirement. The Town will contribute to **only one** of the plans.

For Maine PERS, the Town will contribute according to the percentage amount set each fiscal year by MainePERS.

For the Mission Square plan, the Town shall make a matching contribution of up to five (5%) percent of an employee's base salary.

#### **Article 25 – Identification Fees**

Should the Town find it necessary to require employees to carry or record full identification, such a requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

### **Article 26 – Work Rules**

The Town will furnish each new employee with a copy of all job descriptions and existing work rules upon employment and up-date working rules as needed.

It is agreed that any bargaining unit member whose job requires operation of a motor vehicle may be summarily suspended without pay or have his/her work schedule reduced if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked and the Town has no other productive work available for the unit member to perform.

Any employee who has a position that requires licensure or certification must at all times retain such licensure or certification in good standing in order to remain employed by the Town. Such employees are required to provide timely notice to the Town if they lose or are threatened with loss of their required licensure or certification, including providing copies of any notice received from any licensing authority or court, and court/hearing dates.

The reasons listed in Town Ordinance 28-121, without intending to be exclusive, may be grounds for dismissal, suspension or reprimand.



**Article 27 – Workfit**

The Town agrees to pay for UMaine passes for employees that wish to go to the gym, subject to annual Council funding approval.

### **Article 28 – Inclement Weather**

Should the Town Manager close the Town office and public library due to weather or unsafe conditions, the Town office and the public library will be closed, and staff will be paid. During weather events when the Town Office and public library remain open, employees may request to be allowed to work from home, if feasible for their position; others who chose to stay home and not report to work may use a vacation or EPL day, or take an unpaid day.

### **Article 29 – Acceptance of Gifts**

Acceptance of money or gifts or gratuities by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal.

All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

### **Article 30 – Outside Employment**

Bargaining unit members will not engage in outside employment which may in any way hinder their impartial performance of their public duties or impair their efficiency to the public. Employees who wish to obtain outside employment must notify the Department Head and sign the following waiver, and file same with the Town Clerk.

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

Such outside employment shall not be acceptable or allowed if any of the following conditions apply or develop:

1. Where secondary employment would extend beyond twenty (20) hours a week, except during an employee's regular days off, holiday or vacation periods.
2. Where the nature or place of employment might create a conflict of interest for the employee or the Town.
3. Where secondary employment would involve the employee's appearance in Town uniform, involve use of Town equipment or in any manner be considered as a conflict of interest with the employee's municipal position.
4. Where it appears that secondary employment has an adverse effect on the employee's sick leave or attendance record.
5. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of the employee's Town job.
6. Where an employee might be considered to be using his/her Town position to influence his/her outside employment.
7. Where the outside employment places the employee in a position of increased risk for injury.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Town of Orono.

### **Article 31 – New Employees/Probationary Period**

All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this time. All employees who have worked the full probationary period and satisfactorily completed their probationary period shall be classified as permanent employees and the probationary period shall then be considered part of their seniority time. If the employee is deemed to be unsatisfactory during or at the end of said probationary period, the Town may terminate the employee, and such removal shall not be subject to the grievance procedure of this Contract.

Vacation and sick leave shall accrue during the probationary period, but vacation leave may not be taken until (6) six months after date of hire. Accrued compensatory time and MEPL use of accrued sick leave may be taken during the probationary period after 120 days of probationary employment.

All promotions will be subject to a six (6) month probationary period. In such instances, if the employee is unable to perform to the Town's expectations for the promotion during the probationary period, and is not otherwise terminated for cause, the employee may self-demote to their prior position.

Any rehired employee will be required to serve a full probationary period, and all prior seniority rights will be lost.

### **Article 32 – Separability and Savings Clause**

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

**Article 33 – Duration of Agreement**

This Agreement shall be effective as of the first day of July, 2024, and shall remain in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

FOR THE TOWN:

Chris Deane

FOR THE UNION:

Matthew 8/28/2024