

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF FAIRFIELD

AND

COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES – AFL-CIO

FOR

PUBLIC WORKS DEPARTMENT

JULY 1, 2020 – JUNE 30, 2023

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – HOURS OF WORK	3
ARTICLE 3 – MEAL PERIODS / REST PERIODS	4
ARTICLE 4 – HOLIDAYS	5
ARTICLE 6 – EMERGENCY RESPONSE TIME	6
ARTICLE 7 – SICK LEAVE	6
ARTICLE 8 – SENIORITY	8
ARTICLE 9 – NEGOTIATION PROCEDURE – WAGES	10
ARTICLE 10 – VACATIONS	10
ARTICLE 11 – LEAVES	11
ARTICLE 12 – INSURANCE AND RETIREMENT	14
ARTICLE 13 – DISCIPLINE AND DISCHARGE	15
ARTICLE 14 – SETTLEMENT OF DISPUTES	15
ARTICLE 15 – MAINTENANCE OF BENEFITS	17
ARTICLE 16 – EMBODIMENT OF AGREEMENT	17
ARTICLE 17 – GENERAL PROVISIONS	17
ARTICLE 18 – UNION BULLETIN BOARDS	17
ARTICLE 19 – UNION ACTIVITIES ON EMPLOYER’S TIME AND PREMISES	18
ARTICLE 20 – VISITS BY UNION REPRESENTATIVES	18
ARTICLE 21 – WORK RULES	18
ARTICLE 22 – CALL TIME	18
ARTICLE 23 –ON-CALL PAY	19
ARTICLE 24 – UNIFORMS AND PROTECTIVE CLOTHING	19
ARTICLE 25 – MANAGEMENT RIGHTS	20
ARTICLE 26 – NO STRIKE	20
ARTICLE 27 – LABOR/MANAGEMENT COMMITTEE	20
ARTICLE 28 – TERMINATION	20
APPENDIX A	22
APPENDIX B	23
APPENDIX C	24

**AGREEMENT BETWEEN TOWN OF FAIRFIELD
AND
COUNCIL NO. 93 AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES – AFL-CIO**

PREAMBLE

This Agreement is entered into by the Town of Fairfield, hereinafter referred to as the “Employer,” and Council No. 93, American Federation of State, County, and Municipal Employees, hereinafter referred to as the “Union,” and has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all eligible employees for the term of the contract.

Section 2

Employees serving an initial probationary period of six (6) months shall not be covered by the terms of this Agreement except that such probationary employees shall be covered by the Work Rules in Article 21 hereof. Probationary employees shall be entitled to use the grievance procedure in Article 14 hereof through Step 2, which shall be final.

ARTICLE 2 – HOURS OF WORK

Section 1 – Regular Hours

The regular hours of work each day shall be consecutive, except for interruption for meal periods.

Section 2 – Work Week

The workweek shall consist of four (4) consecutive nine (9) hour days and on (1) four (4) hour day on Fridays.

For the purpose of computation as to time, rates of pay and other such matters, the workweek as herein used shall commence on Sunday at 12:00 a.m. and terminate on Saturday at 11:59 p.m.

Section 3 – Work Day

Consecutive hours of work constituting the regular workday shall be confined within the period beginning at 6:00 A.M. through 3:00 P.M. Monday through Thursday, 6:00 A.M. through 10:00 A.M. on Friday.

Section 4 – Overtime

Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week. Work performed shall include all hours compensated for by vacation and /or sick leave. The Town will pay the employee for their regular scheduled hours when the Town chooses to send the employee home for any reason other than disciplinary.

The union recognizes that employees regularly perform work for which they are qualified outside their regular job classification. Therefore, overtime shall be offered to the most senior qualified employee, regardless of job classification. If he/she refuses the overtime then it will be offered to the next most senior qualified employee, and so on. If all qualified employees refuse the overtime then the most junior qualified employee shall be required to accept the overtime.

There shall be no pyramiding of overtime.

Section 5

When an employee qualifies for holiday pay under Article 4 hereof, such holiday pay shall be computed as a day worked for the purpose of computing overtime pay under Section 4.

Section 6

Compensatory time off can be accumulated up to 72 hours. 48 overtime hours is 72 hours of compensatory time. Compensatory time off shall be taken during the fiscal year it was earned through June 15, and shall be taken one person at a time or at the discretion of the Public Works Director. If compensatory time off is not used by June 15 of each year, the Town will pay wages owed by the last pay period of the fiscal year.

Section 7

Any employee qualified and trained on the snowplow routes and not being used during snowplowing operations, including, but not limited to, plowing, sanding, winging and sidewalk clearing, may be used at the discretion of the Public Works Director or his designee to relieve regular snowplow drivers during snowplowing operation.

ARTICLE 3 – MEAL PERIODS / REST PERIODS

There shall be two (2) rest periods of fifteen (15) minutes maximum duration; one during the morning hours and one during the afternoon hours. One fifteen (15) minute break shall be allowed on Fridays during the summer hours. No such break need be granted during times affecting the health, safety and welfare of Fairfield citizens.

During snow storms, when overtime work is required, the Town will provide a one-half (1/2) hour, paid duty-free lunch period after every four (4) continuous hours of work.

ARTICLE 4 – HOLIDAYS

Section 1 – Holidays recognized and observed

The following holidays shall be paid holidays for employees covered by this agreement and shall be observed on the day on which the Town declares them to be observed:

- | | |
|------------------------|----------------------------|
| New Year’s Day** | Columbus Day |
| President’s Day | Veteran’s Day |
| Patriot’s Day | Thanksgiving Day** |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Day before Christmas |
| Labor Day | Christmas Day** |
| Martin Luther King Day | Floating Holiday* |

When any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday, and when listed holidays fall on Sunday, the succeeding Monday shall be observed as the holiday. *Floating holidays shall be scheduled with the approval of the Public Works Director and must be taken during the contract year or lost forever. The Town shall not incur additional expenses because of the use of a floating holiday.

**Double time the employee’s regular hourly rate of pay shall be paid for all work performed on Christmas Day, Thanksgiving Day, and New Year’s Day, in addition to their regular holiday pay.

Holiday pay is equal to 8 hours. The weekly schedule will be adjusted for holidays. EXAMPLE: If a holiday falls on a Friday (normal 4 hour work day), the work schedule will be adjusted to remove 4 hours from a different work day or days.

Section 2 – Eligibility Requirements

Eligible employees shall receive one day’s pay or one day’s compensating time off for each holiday listed above on which they perform their regular duties. In the event that compensating time off is selected by the employee, such time off shall be scheduled with department head approval and shall be taken before the end of the fiscal year in which such time off accrued.

Eligible employees shall receive one day’s pay for each of said holidays on which they perform no work, provided that they worked on the next prior workday or were excused from such by the department head or were on recognized sick leave or vacation.

ARTICLE 5 – CHECK OFF

Section 1

The Employer agrees to deduct the Union membership dues each week from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate monthly deductions of all employees shall be remitted together with an itemized statement, to the

Treasurer of Council 93, after such deductions are made, by the fifteenth day of the succeeding month. 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.

This authorization will be irrevocable during the term of this Agreement. An employee who wishes to withdraw his/her Union membership may do so, but may only do so in the period of June 1st to June 30th of any contract year.

Section 2

The Employer also agrees to deduct any individual insurance premiums which are sponsored by Council 93, AFSCME, provided that the employee requests such deductions be made in writing. The amounts shall be certified to the Employer by the employee and deducted on a weekly basis and shall be remitted monthly together with an itemized statement to the Treasurer of Council No. 93 after such deductions are made.

Section 3 – Non- Members

All employees shall have the right to join the Union, except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination interference restraint or coercion.

Non- Members Those employees who choose not to join the Union shall be subject to Appendix C “Membership Agreement”.

ARTICLE 6 – EMERGENCY RESPONSE TIME

An employee will be required to live within thirty (30) minutes of the Town Public Works Garage. No bargaining unit member employed on the date of the execution of this Agreement shall be required to change residency. If a change of residency occurs during the term of this Agreement, an employee shall conform to this emergency response time provision.

ARTICLE 7 – SICK LEAVE

Section 1

Each employee with a date of hire prior to July 1, 2014 shall receive one and one-quarter (1 ¼) days, ten (10) hours sick leave credit for each month of service commencing with their date of employment. Employees hired after that date shall receive one (1) day, eight (8) hours of sick leave per month.

Section 2

Employees shall be allowed to accumulate sick leave to a maximum of one hundred twenty (120) days.

Section 3

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform his duties, shall be eligible for sick leave with pay. In the event that said sickness or disability cannot be reasonably confirmed by the Department Head, a physician's certificate shall be required. The Town may, at its option, use the Work Place Health for this purpose.

Employer shall inform the Supervisor that they are sick, at least one-half (1/2) hour prior to the beginning of their work shift.

Section 4

The Employer agrees to provide, upon request, a list showing sick leave balance and amount used by each employee.

Section 5

Sick leave shall be taken in minimum of one (1) hour increments. Sick leave shall only be taken for sick or medical leave and qualifying leave in accordance with the FMLA. Vacation days may only be taken for the purpose of sick leave after accrued sick leave has been exhausted.

Section 6

After a period of continuous service throughout an entire fiscal year (July 1 to June 30), employees are eligible to earn a supplemental contribution to offset the cost of the employee's health insurance contribution. At the close of each fiscal year (June 30), the number of sick leave days (1 day = 8 hours) used by each employee will be calculated for that year (July 1 to June 30). For the purpose of calculating whole days, total hours used for sick leave will be divided by 8 to determine days used. The remainder of hours will be calculated as follows: 3 hours or less = 0 days, 4 hours or more = 1 day (example: 35 hours used = 4 days; 36 hours used = 5 days). The term of the supplemental contributions will be for a period of 52 weeks commencing the first work week beginning on or after July 1 of the year immediately following the year in which sick leave usage was calculated. Health insurance contributions will be earned as follows:

- 0 sick days used – \$15 per work week
- 1 sick day used – \$14 per work week
- 2 sick days used – \$13 per work week
- 3 sick days used – \$12 per work week

- 4 sick days used – \$11 per work week
- 5 sick days used – \$10 per work week
- 6 sick days used – \$9 per work week
- 7 sick days used – \$8 per work week
- 8 sick days used – \$7 per work week
- 9 sick days used – \$6 per work week
- 10 sick days used – \$5 per work week
- 11 sick days used – \$4 per work week
- 12 sick days used – \$3 per work week
- 13 sick days used – \$2 per work week
- 14 sick days used – \$1 per work week
- 15 sick days used – \$0 per work week

For employees who qualify for the Health Insurance Buy-Out under Article 12, Section 2, the equivalent amount will be added to the weekly buy-out benefit.

Section 7

An employee who resigns in good standing (a written, fourteen (14) day notice in advance of the last day worked) will be paid any remaining balance due of the employee's earned supplemental healthcare contribution, as described in Section 7.

ARTICLE 8 – SENIORITY

Section 1

Seniority lists shall be established listing all employees covered by this Agreement according to their qualifications, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire.

Section 2

When employees are equally qualified by experience and other necessary credentials, seniority shall be the governing factor in all matters affecting reduction in work force, recall and vacation preference. When employees are equally qualified as above, seniority shall govern promotion and transfer.

Section 3

All new employees shall service a probationary period of six (6) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. During this period, the Public Works Department may terminate the probationer with or without cause or advance notice.

Upon successful completion of the probationary period, seniority will revert back to the date of employment.

Section 4 – Work Force Changes - Promotions

The term promotion, as used in this provision, means the advancement of the employee to a higher paying position or the reassignment of an employee at the employee's request. This is to be done by seniority provided employees are qualified.

- (a) Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) working days. Any employee that is on vacation/leave during five (5) working days of the posting must be notified by the Department Head or his designee.
- (b) During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor. The employee who applies for the promotion or reassignment shall be selected on the basis of his seniority, provided the employee is qualified for the job.
- (c) The Town shall institute training programs to qualify the trained employee for a high classification. Training is to be done by seniority.
- (d) An employee who is qualified as aforementioned to operate more than one piece of highway equipment shall paid the wage rate for his assignment or after thirty (30) days temporary assignment to other equipment, the rate established for the other equipment, whichever is higher. This will not apply to the classification of spare operator.
- (e) If an employee covered by this bargaining agreement is assigned by the Department Head to work in a higher classification, he shall be paid at the rate of pay established for the higher classification for all hours actually worked in excess of two (2) hours in any one day.

Section 5 – Lay-off

In the it becomes necessary to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority as provided in Section 2.

- (a) Recall – Laid off employees shall retain seniority and health insurance benefits for six (6) months from the date of lay-off. Employees shall be recalled from lay-off according to their seniority as aforementioned. No new employee shall be hired until all qualified employees on lay-off status desiring to return to work have been recalled.

- (b) Any laid off employee who has been called back shall be reinstated without loss of seniority and shall retain his rate of pay in the pay scale system.

Section 6 – Bumping

When an employee is laid off due to a reduction in the work force, he shall, depending upon his qualifications by experience and necessary credentials, be permitted to exercise his seniority rights to bump (i.e., replace an employee with less seniority). Such employee may, if he so desires, bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee he bumps.

ARTICLE 9 – NEGOTIATION PROCEDURE – WAGES

The attached wage schedules shall go into effect on July 1, 2020 July 1, 2021 and July 1, 2022, respectively. (Appendix A)

ARTICLE 10 – VACATIONS

Section 1 – Earned Vacation Schedule

After the completion of six (6) months of continuous service = one (1) week.

After the completion of one (1) year of continuous service = two (2) weeks (a total of two (2) weeks after one (1) year of continuous service).

After the completion of 2 years of continuous service 11 days.

3 years 12 days
4 years 13 days
5 years 14 days
7 years 15 days
8 years 16 days
9 years 17 days
10 years 18 days
11 years 19 days
13 years 20 days
14 years 21 days
16 years 22 days
17 years 23 days
18 years 24 days
19 years 25 days

*The two (2) weeks after one (1) year is inclusive of the one (1) week after six (6) months.

Section 2

Vacation shall accrue on an anniversary basis.

Vacations shall be scheduled by the Public Works Director so as not to interfere with the work of the Department.

The vacation period shall run twelve (12) months from the anniversary accrual date.

Employees shall submit preferences by June 1 of any given year. In case of conflict, vacations shall be granted by order of seniority.

Vacation shall be taken during the current vacation year. The Town Manager may allow a one (1) week carryover per year of vacation.

In the event of death of an employee, all vacation pay coming to him shall be paid to his estate.

ARTICLE 11 – LEAVES

Section 1 – Eligibility Requirements

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor and/or Human Resources Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and/or Human Resources Director and it shall be answered within a reasonable time.

Request for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted, except in the case of an emergency.

The number of days of leave available to each employee under the FMLA is determined based on a rolling 12 month period. During leaves of absence under the FMLA, the employee will draw down accrued sick leave. Vacation may only be taken after sick leave has been exhausted and is at the discretion of the employee.

Section 2 – Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service.

Section 3 – Civic Duty

Employees subpoenaed to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as plaintiff or defendant) shall be granted a leave of absence for the period necessary to fulfill their civic responsibilities.

Section 4 – Family Death

Bereavement Leave is available to employees who wish to take time off due to the death of an immediate family member. Employees should give notice to their supervisors as soon as possible to ensure departmental coverage. Any employee may, with supervisor's approval, use any available paid leave for additional time off as necessary.

Up to three (3) days of paid bereavement leave will be granted to regular full-time employees for the death of an immediate family member, except that in the event of a death of a spouse, domestic partner, or legally-dependent minor child, the employee shall be granted up to five (5) days of leave with full pay to make all adjustments and arrangements to deal with the death. The Town Manager has the discretion to provide one or more additional days of bereavement leave if a hardship exists.

Bereavement pay is calculated based on the base rate at the time of absence and will not include any special forms of compensation such as incentive, bonuses, or shift differentials.

For the purpose of Bereavement Leave, immediate family is defined by the Town of Fairfield as: spouse, domestic partner, child, stepchild, daughter or son-in-law, parent, stepparent, mother and father-in-law, brother, sister, brother and sister-in-law, grandparent (of employee) and grandchild (of employee).

Section 5 - Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or of this State shall be granted a leave of absence during the period of such activity. The Employer shall pay the difference between the employee's regular straight time pay and military pay.

Section 6 – Unpaid Leave

The Town agrees to abide by the provisions of the Family and Medical Leave Act (FLMA) for all leaves that qualify as such. For all other unpaid leaves, the following shall apply.

The purpose of a leave of absence is to protect an employee's existing continuous employment service with the Town. Any Town employee in an unpaid status shall be considered to be separated from service with the Town unless that employee has received an approved leave of absence. Leaves of absence of less than ten (10) consecutive workdays shall be granted or denied by the Town Manager without prior written request.

An employee in any unpaid status for ten (10) consecutive workdays shall request in writing an unpaid leave of absence or be considered terminated from service. Prior written approval from the Town Manager is required for a leave of absence greater than 10 days. Unpaid leaves of absences shall be considered when circumstances so dictate.

A leave of absence will not be permitted to start a business, operate a business, or undertake a career.

The granting or denial of a leave of absence shall be solely within the discretion of the Town Manager.

A leave of absence shall be granted only when it appears that, because of the past record of the employee, or because of the purpose for which the leave is requested, it is in the best interest of the Town to grant the leave request. In reviewing a leave request, the Town Manager shall consider the personnel available to do the employee's work during the requested time of absence.

No leave of absence shall exceed one hundred eighty (180) calendar days in length.

No vacation or sick leave shall accrue during a leave of absence. The employee may not use sick leave benefits while on a leave of absence. The employee shall use accumulated vacation time.

The Town will pay health insurance premiums under the terms of the Town's health insurance program for an employee for a period of ninety (90) calendar days if the employee is on an approved leave of absence.

Upon written request of an employee on a leave of absence, the Town will advance payment of health insurance premiums for an additional ninety (90) calendar day period. Repayment of all advance health insurance premiums shall be due the Town within three hundred and sixty-four (364) calendar days from the end of the leave of absence, or thirty (30) calendar days in the case of separation from employment.

In the event an employee does not wish to receive advance payments of health insurance as stated above on a leave of absence, then he shall be permitted to pay the insurance premiums for the Town's health insurance program up to the full term of leave. Such payment shall be made by the employee on or before the first day of the month of benefit coverage.

The Town agrees to inform the effected employees, as soon as the Town becomes aware, of the rules governing the leave of absence, whether FMLA or another type of leave.

Section 7 – Union Activities

The Employer agrees to grant time off without pay, without discrimination or loss of seniority rights, to a local union officer designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided that a one (1) week written notice (five [5] working days) is given to the Employer by the Union specifying the length of time off. Granting of the time off shall be contingent upon the availability of sufficient manpower in insure that there shall be no interruptions in the Town's normal operations.

ARTICLE 12 – INSURANCE AND RETIREMENT

Section 1

The Town of Fairfield shall provide Workers' Compensation coverage to its employees.

Section 2

Effective August 1, 2017, The Town will contribute 90% of the employee's single health insurance coverage and 70% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage. Employees will have the coverage under Maine Municipal Employees Health Trust (MMEHT) plan PPO-500.

Employees will be covered under Maine Municipal Employee Health Trust (MMEHT) plan PPO-500. The Town will make available dental and vision insurance through MMEHT, and the cost will be shared on a 50/50 basis. The Town agrees to provide the current health insurance plans or their equivalent during the life of this contract. If the Town desires to change health insurance carrier during the life of this agreement such changes must be negotiated.

However, when an employee who has been covered under the Town's Health Insurance Plan, or who is a new employee, has access to other adequate health insurance coverage, and elects not to be covered under the Town's Health Insurance Plan, then the employee will be paid a portion of premium savings, on a monthly basis, a sum equal to fifty percent (50%) of the Maine Municipal Employees Health Trust (MMEHT) Single Premium Rate of the plan provided to all employees. This benefit shall be available, however, only to those employees who have demonstrated that they have adequate and acceptable coverage from another source. This election may be made at the beginning of each year or upon a qualifying event, which includes the gain or loss of another source of healthcare coverage. The payment of premium savings in lieu of health insurance will not prevent the employee from re-enrolling in the Town provided Health Insurance Plan at a later date.

The Town further agrees to establish and maintain a Health Reimbursement Account (HRA) for each employee participating in any health insurance plan. At the beginning of each year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

Section 3

The Town will provide Maine State Group Life Insurance coverage for all employees. The cost of the plan shall be borne by the employee.

Section 4

The Town will provide Maine Public Employees Retirement System, Plan AC with COLA, structured to provide a one-half (1/2) pay benefit after 25 years to those employees who were

enrolled prior to July 1, 2014. The Town will also make available a Section 457 defined contribution plan with ICMA for those employees who are not enrolled in the pension plan. The Town will match up to 6.5% of the employee's wages for those employees with a date of hire prior to July 1, 2014, and up to 5% of wages for those employees with a date of hire after July 1, 2014.

Section 5

The Town shall make available an income protection plan. The cost of the plan shall be borne by the employee.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

Disciplinary action may be imposed for violation of the Rules and Regulations governing the Public Works Department of the Town of Fairfield.

Disciplinary action, depending upon the gravity of the violation, shall be in one of the following forms:

- Oral Reprimand
- Written Reprimand
- Disciplinary Probation (3 months)
- Suspension
- Discharge

No disciplinary action shall be taken against any employee without just cause. Any disciplinary action taken against any employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner not to embarrass the employee before other employees and the general public.

ARTICLE 14 – SETTLEMENT OF DISPUTES

Section 1 – Grievance and Arbitration Procedure

A grievance is defined as a dispute concerning the interpretation of application of a specific term or provision of this Agreement, and shall be settled in the following manner:

Step1.

The Union Steward, with or without the grievant, shall take up the grievance or dispute with the Department Head within seven (7) calendar days of the date of the grievance or when the grievant knew of, or reasonable should have known of, the grievance. A grievance will be deemed waived if not taken up within the seven (7) calendar day period. The Department Head shall attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.

Step 2

If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Town Manager within ten (10) calendar days after the department head's response. The Town Manager shall respond to the Union Steward or the Grievance Committee in writing within ten (10) calendar days.

Step 3

If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

Time frame modifications may be made by mutual agreement between the Town and the Union.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of the Maine State Board of Arbitration and Conciliation.

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

Expenses for the Arbitrator(s) services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

The Arbitrator(s) shall have no authority to add to, subject from, nullify, or modify the Collective Bargaining Agreement.

Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at either Step 1 or Step 2.

Section 2 – Grievance Committee

Two 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 Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The Employer shall meet when necessary at a mutually convenient time with the Union Grievance Committee.

All Grievance Committee meeting shall be held during working hours, on the Employer's premises and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition the committee may discuss with the Employer other issues which would improve the relationship of the parties.

Section 3

Grievance Committee members may investigate and process grievances during working hours without loss of pay, said investigation not to exceed two (2) hours per week except with the permission of the Department Head.

ARTICLE 15 – MAINTENANCE OF BENEFITS

With respect to negotiable benefits, terms and conditions affecting members of this unit which are not covered by the Agreement, but which are presently provided pursuant to law, written regulations, personnel rules, written directives, or special orders, the Town agrees to make no changes without appropriate prior consultation and negotiation with the Union.

ARTICLE 16 – EMBODIMENT OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and Council No. 93, AFSCME, AFL-CIO, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement

ARTICLE 17 – GENERAL PROVISIONS

Neither the Town nor the Union shall discriminate against or interfere with the rights of any employees.

ARTICLE 18 – UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain a bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 19 – UNION ACTIVITIES ON EMPLOYER’S TIME AND PREMISES

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

- Post Union notices.
- Distribute Union literature to members.
- Attend negotiating meetings.
- Transmit communications, authorized by the local Union or its officers, to the Employer or his representative.
- Consult with the Employer or his representative concerning the enforcement of any provisions of this Agreement.

ARTICLE 20 – VISITS BY UNION REPRESENTATIVES

With the permission of the Public Works Director, authorized representatives, including International Representatives, of the Union may enter Town premises for investigation of pending disputes under this Agreement. A list of authorized AFSCME representatives who may enter Town premises will be furnished by the Union to the Town Manager within a reasonable period after the effective date of this Agreement.

ARTICLE 21 – WORK RULES

Section 1

Rules, regulations, and policies shall be established by the Department Head with the approval of the Town Manager. All rules, regulations, and policies shall be consistent with this Agreement.

Section 2

Proposed changes in such rules, regulations and policies shall be submitted to the Union Steward ten (10) days at least before final approval by the Town Manager. Any employee, Union Steward, or Union Representative may be heard on rule changes prior to the expiration of the 10-day period.

ARTICLE 22 – CALL TIME

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at two (2) times his/her base hourly rate of pay. Any time worked beyond the first two (2) hours will be paid at the regular overtime rate of one and one-half (1 ½) times the base hourly rate. Normal shift paid at straight time . Excepting

Any employee called to work 2 hours or less prior to his/her regularly scheduled shift shall be paid a minimum of two (2) hours at an overtime rate of one and one-half (1 ½) times the base hourly rate for actual time worked prior to normal shift. Normal shift paid at straight time.

Said call time shall not be paid for hours which are annexed to the end of the work shift, not to scheduled overtime. Time paid under this clause shall not be counted toward overtime in Article 2 – Overtime.

ARTICLE 23 – ON-CALL PAY

An employee who is specifically requested/required to be on-call on any weekend and/or holiday shall be paid the equivalent of a 2-hour call-in at double time for the entire weekend the employee is on-call. If the weekend is extended due to a holiday then an additional 1-hour at double time will be paid for each additional day. In addition to the foregoing, employees shall be compensated in accordance with the applicable callback and overtime provision of this Agreement.

On-call assignments shall be designated on a rotating seniority basis to employees who hold a valid license whether the employee takes his turn or not, beginning with the employee highest on the seniority list, etc. In the event that all employees refuse such assignment on first being requested, then the least senior employee must accept the assignment.

It is agreed by the Union that when an employee is on a designated on-call basis, he shall be available for work during such specified on-call period. If an employee is called back for on-call status and is not available for work without good and sufficient cause, he shall be subject to disciplinary action. Such disciplinary action shall result in a single day's suspension without pay. The Union further agrees that on-call duty does not include winter time snowplowing duties. On-call duty is when the Public Works Director or his designee requests/requires that one be available to answer the public works pager.

ARTICLE 24 – UNIFORMS AND PROTECTIVE CLOTHING

The Town will provide the initial issuance of uniforms and protective clothing as contained in Appendix B hereof to current employees and to the first year employee within the first year of employment. The "as needed" protective clothing and uniform allowance after the initial issuance will be prorated to the end of the next calendar year for the first year employee.

The Town agrees that all other employees beyond the first year shall be provided an annual "as needed" protective clothing and uniform allowance for the purchase, replacement and maintenance of uniforms and protective clothing under a system where the Town, through the Public Works Director:

1. pays for said uniforms and protective clothing;
2. selects vendors, controls payments, and pays in the year obtained;
3. determines the "as needed" status of protective clothing and uniforms.

The protective clothing and uniform allowance for each year during the term of this contract will be four hundred (\$400.00) dollars per year, and the employee(s) with the Mechanic's Rate Classification shall receive an additional fifty dollars (\$50.00) per year.

Union and management agree to discuss and possibly jointly implement changes to the uniform program within the dollar limits stated in this article.

ARTICLE 25 – MANAGEMENT RIGHTS

The Union recognizes that the Town has the authority to manage and direct, on behalf of the public, all the operation and activities of the Public Works Department, except as otherwise specifically provided in this Agreement. The Town retains the right to sub-contract for outside services provided that such contracting does not affect the lay-off of bargaining unit members.

ARTICLE 26 – NO STRIKE

There shall be no stoppage of work or a slowdown by the Union nor any lockout by the Town during the life of this Agreement.

ARTICLE 27 – LABOR/MANAGEMENT COMMITTEE

The Employer and the Union Grievance Committee agree to meet as necessary, at any time mutually agreed by the parties, to discuss matters of mutual concern.

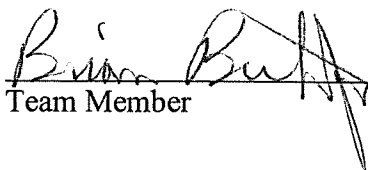
ARTICLE 28 – TERMINATION

This Agreement shall be effective as of the 1st day of July 2020, and shall remain in full force until the 30th day of June 2023. It shall be automatically renewed and remain in full force from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31 day of ,
~~September 2017.~~

August 2020

Council No. 93
American Federation of State,
County and Municipal Employees
AFL-CIO


Team Member

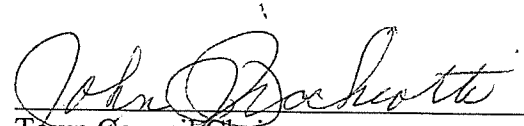

Council No. 93 – AFSCME


Team Member

Town of Fairfield



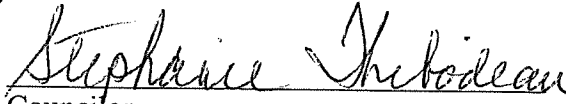
Councilor



Town Council Chair



Councilor



Councilor

Councilor

APPENDIX A

Section 1 – Wage Schedule

The following wage rates shall be effective as indicated below effective July 1, 2020:

Hourly Rate

	Current	Effective		
		7/1/2020 2.50%	7/1/2021 5.50%	7/1/2022 5.25%
Operator w/Class 1 CDL	\$ 19.58	\$ 20.07	\$ 21.17	\$ 22.28
Operator	\$ 19.44	\$ 19.93	\$ 21.02	\$ 22.13
Mech/Spr Operator	\$ 19.44	\$ 19.93	\$ 21.02	\$ 22.13
Sewer Mechanic	\$ 19.44	\$ 19.93	\$ 21.02	\$ 22.13
Truck Driver I	\$ 18.45	\$ 18.91	\$ 19.95	\$ 21.00
Truck Driver II	\$ 18.06	\$ 18.51	\$ 19.53	\$ 20.55
Cemetery Foreman	\$ 18.06	\$ 18.51	\$ 19.53	\$ 20.55
Skilled Craftsman	\$ 17.77	\$ 18.22	\$ 19.22	\$ 20.23
Skilled Laborer	\$ 17.07	\$ 17.49	\$ 18.45	\$ 19.42
Laborer	\$ 16.07	\$ 16.47	\$ 17.38	\$ 18.29
Longevity	per week		per week	
After				
7 Years	\$ 15.00	\$ 15.00		
14 years	\$ 22.50	\$ 22.50		
21 years	\$ 30.00	\$ 30.00		
Longevity	10 years		\$ 25.00	\$ 25.00
(per Week)	15 years		\$ 30.00	\$ 30.00
	20 years		\$ 35.00	\$ 35.00
	25 years		\$ 40.00	\$ 40.00

Section 3 – Contracting and Subcontracting

The Town agrees not to contract or subcontract out any public works now performed by bargaining unit members that would affect the lay-off of said bargaining unit members.

APPENDIX B

INITIAL CLOTHING ISSUE

<u>NUMBER</u>	<u>ITEM</u>
3	UNIFORM SHIRTS (LONG SLEEVE)
3	UNIFORM SHIRTS (SHORT SLEEVE)
3	TEE SHIRTS
3	UNIFORM PANTS
1	STEEL TOE BOOTS
1	RUBBER OVERBOOT
1	COMPLETE SET OF RAIN GEAR
1	PROTECTIVE HARD HAT
1	WINTER UNIFORM COAT
1	LIGHT WEIGHT COAT
2	SETS COVERALLS
2	SETS WINTER GLOVES
1	SWEATSHIRT
1	SET LONG UNDERWEAR

APPENDIX C

AGREEMENT COVERING COST OF SERVICES – NON-MEMBERS

I have been offered the opportunity to join AFSCME as a dues paying member but have declined to do so, therefore:

I, _____, hereby agree to pay Council 93, AFSCME the full cost of any arbitration I receive, as the result of my seeking representation. I understand that the initial deposit of \$1000.00 shall be submitted by me along with supporting grievance documentation to Council 93, 20 Winter Street, Augusta, Maine 04330. This deposit shall be used to pay for initial steps required for representation, attorney, support services, their expenses, arbitration (full cost), plus any other expenses the Union may rightfully charge me. If the cost of representation, as outlined below, exceeds the \$1000.00 deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding to the next progressive step in the appropriate grievance procedure. I further understand that AFSCME Council 93's Policy Board does not extend financial credit to bargaining unit employees who choose not to be union members.

DATE: _____ EMPLOYER: TOWN OF FAIRFIELD

PRINTED NAME: _____ SIGNATURE: _____

Fee Schedule 2000-2001

Attorney	\$250.00 /hour plus expenses
Staff Representative	\$125.00/hour plus expenses
Research Fees	\$100 /hour plus expenses
Support Services	\$75.00/hour

Plus all costs incurred in arbitration including but not limited to arbitration and filing fees and expenses.

The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union .

By signing above, I further state that I have previously been offered the opportunity to join AFSCME but declined to do so.

AFSCME Council 93 is the sole bargaining agent and the only one that can appeal this issue to arbitration.