

AGREEMENT BETWEEN

THE TOWN OF FORT FAIRFIELD, MAINE

And

COUNCIL NO. 93

LOCAL NO. 220

Of the

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO

January 10, 2022 to January 10, 2025

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This Agreement is entered into this January 10, 2022, by and between the Town of Fort Fairfield, Maine, hereinafter referred to as the "Town", and Council No. 93, Local No. 220, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1- PREAMBLE

Pursuant to the provisions of the Municipal Public employees Labor Relations Act (Title 26, M.R.S.A., 961 through 974, 1969 as amended), the parties hereto have entered into this Agreement in order to establish material rights, preserve proper employee morale and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

Section 1

The Town recognizes the union as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours, and working conditions or employment for eligible full-time employees in the Public Works Department, excluding the Public Works Director and Public Works Foreman positions, as determined in accordance with the Municipal Public employees Labor Relations Act.

ARTICLE 3 - MAINTENANCE OF MEMBERSHIP

Section 1

Any present or future employee who is not a Union member may, at his discretion, pay to the Union each month service charges as a contribution toward the administration of this Agreement, in an amount to the regular monthly dues.

Section 2

Any present or future employee who becomes a Union member of the bargaining unit on or after the effective date of the Agreement shall remain a dues paying member of the Union for the term of this Agreement.

Section 3

An employee may file a written notice stating that he wishes to withdraw his membership from the Union; same to be filed with the Town of Fort Fairfield and with Council No. 93 of the Union no later than 30 days prior to the ending of this Agreement.

ARTICLE 4 - CHECK OFF

The Town agrees to deduct regular monthly dues from employees of the bargaining unit at such time and in accordance with the Town's preparation of its normal payroll for all unionized employees provided:

1. Each employee provides the Town with a signed authorization to deduct dues. (All such forms to be supplied by the Union.)
2. The Treasurer of Council No. 93 shall certify to the Town the amounts to be deducted.
3. The Union shall indemnify and hold the Town harmless against all claims and suits which may arise by reason of an action taken in making deductions of said dues and remitting the same to the Union pursuant to this article.

The aggregate Union dues deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of Council No. 93 at this office in Augusta by the 15th of the succeeding month after such deductions are made.

ARTICLE 5 - HOURS OF WORK

Section 1

The regular hours of work each day shall be consecutive except for interruption for lunch periods. References to consecutive hours of work in the balance of the Article shall be construed generally to include lunch periods.

Section 2

The work week shall be five (5) consecutive eight (8) hour days from Monday through Friday, inclusive. Each day shall be from 6:30 a.m. to 3:00 p.m. with one-half (1/2) hour off for lunch - 11:30 a.m. to 12:00 noon.

Section 3

The Town may upon prior notice change the starting time of any workday. Prior notice shall be given no later than the last hour worked on the preceding day to the change.

The notice of the change of starting time of any workday will not in any way be done in a capricious or arbitrary manner. This section for all purposes is subject to the grievance procedure.

Section 4

The Town shall implement a summer work schedule of four (4) ten (10) hour days from the 3rd week of April to the 2nd week of October. This change in schedule is at the discretion of the Public Works Director who shall have the option to begin it earlier or end it later. This discretion is predicated on the current demands of the Public Works Department.

Section 5

Overtime shall not be voluntary between November 1 and May 1 or during periods of eminent danger to the health, safety and welfare of the citizens of Fort Fairfield. During the period of November 1 through May 1, employees may be excused from working overtime with a reasonable excuse. Excuse for not working overtime shall be determined by the Public Works Director. The Town shall be understanding when the employee is exhausted. The employee may ask to go home but may be required to stay on the job until a replacement arrives.

ARTICLE 6 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

ARTICLE 7 - MEAL PERIODS

Section 1

All employees shall be granted a lunch period during each shift. Whenever possible, the lunch period shall be scheduled in the middle of each shift.

Section 2

The Town shall furnish a meal to any employee working at the request of the Town beyond his regular scheduled shift.

Section 3

In the event the Town is unable to furnish a meal, the employee shall be granted time off to eat, and the Town shall compensate the employee for one-half (1/2) hour of work at his regular rate of pay.

ARTICLE 8 - CLEAN UP TIME

Section 1

Employees shall clean up on their own time at the end of each work shift.

Section 2

The Town shall make the required facilities available.

Section 3

The Town will provide employees with a paid clean-up period in the following situations only:

1. Tarring
2. Street painting
3. Hot topping, at the discretion of the Public Works Director or his/her designee.

ARTICLE 9 –HOLIDAYS

Section 1

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

- | | |
|---|--------------------------------|
| 1. New Year's Day | |
| 2. Martin Luther King Jr. day | 9. Columbus Day |
| 3. President Day | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving Day |
| 6. Juneteenth | 13. Christmas Eve Day |
| 7. Fourth of July (Floating holiday
Within the week of the Fourth of July) | 14. Christmas Day |
| 8. Labor Day | 15. Christmas Day |

Eligible employees shall receive one (1) day's pay for each of the above holidays listed on which they perform no work.

With the exception of the Fourth of July, the above holidays shall be observed on the day they are declared officially a national or state holiday.

In addition, eligible employees shall be entitled to two (2) Personal Days per year. Personal Days may be taken at a time agreeable to the Public Works Director or his/her designated representative and the individual employee. If any employee has to work a scheduled Personal Day, another day shall be scheduled as a Personal Day.

Section 2

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given an additional day off.

Section 3

If an employee works on any of the above listed holidays, he shall be paid for the holiday plus time and one-half for all hours worked.

Section 4

For the purpose of computing overtime all declared holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ACTICLE 10-SICKLEAVE

Section 1

Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay in accordance with the agreement of accumulation as outlined below.

Section 2

Employees shall start to earn sick leave from his date of hire and shall accumulate sick leave at the rate of one (1) day per month up to a maximum of 120 days. Employees hired after December 18, 1996 shall be allowed to accumulate to a maximum of ninety (90) days.

Section 3

Any employee working six (6) consecutive months without using a sick leave day shall be given one (1) day off with pay. Sick time taken for a medical or dental appointment will not be counted in the equation. The Public Works Director has the right to ask for verification of the appointment. The six (6) month period shall start from the last sick day used and will start again as soon as the sick free day has been earned. Unused sick leave shall under no condition be paid as a monetary consideration except as provided in Section 6.

Section 4

At the discretion of the Public Works Director or his/her designee, he shall call upon any person on sick leave. Any person on sick leave without a physician's certificate will be required to remain on his premises. The Public Works Director or his/her designee, may at his discretion require a physician's certificate prior to granting paid sick leave. Any fee for same to be paid by the Town.

Section 5

Any employee desiring to be placed on sick leave shall, if possible, report through the Public

Works Director or his/her designee by phone or in person before 7:00 a.m. of the first day of illness; failure to do so will result in loss of pay.

Section 6

In the event of death, retirement, or good standing of termination, the employee, or his heirs, will be entitled to pay, equivalent to a maximum of fifty (50) days if the employee has accumulated 100 days or more; however, if the accumulation is less than 100 days, the employee is entitled to 50% of amount. Employees hired after December 18, 1996 shall be paid a maximum of forty-five (45) days or one-half (1/2) of that which is accumulated.

Section 7

The employer complies with all relevant provisions of the Federal Family and State Medical Leave Act as established by Town policy. The Town recognizes a rolling 12-month period for calculation and all employees are entitled to twelve weeks per year. Allowable sick leave, vacation and/or personal leave will run concurrently with FMLA leave.

ARTICLE 11 - SENIORITY

Section 1

A seniority list shall be established listing all employees covered by this Agreement with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire. (See attached Appendix A.) In cases of transfer from one Town Department to another Town Department, an employee shall retain his/her original Seniority for the purposes of computing time-off benefits only.

Section 2

Seniority shall be considered, as well as merit and ability, in all matters affecting promotion, transfer, work shift, (by classification), reduction in work force, recall and vacation preference. All job openings or vacancies shall be posted for ten (10) days.

Section 3

All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period but shall be subject to other clauses of this Agreement. During the probationary period the Public Works Director or his/her designee may remove the probationer at any time for any reason without interference from the Union and the Union agrees it has no right to contest the discharge.

Section 4

Seniority shall be a factor taken into consideration in all matters affecting promotions, if eligible employees are otherwise substantially equally qualified, and shall be the controlling factor in all matters affecting vacation preference.

Section 5

In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the order of their seniority by classification with bumping rights, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for one (1) year from the date of lay-off. Seniority rights shall be retained during illness, accident or approved leaves of absence.

ARTICLE 12 - WAGES AND WAGE SCHEDULE

The attached wage schedules shall be in existence for the life of this Agreement. See Appendix B.

ARTICLE 13 - ANNUAL LEAVE - VACATION

Section 1

A new employee shall be allowed one (1) week of vacation time his first year, at the discretion of the Public Works Director or his/her designee and Town Manager, provided he has completed a full six (6) months of work prior to same.

Section 2

An employee whose services are terminated within six (6) months after his appointment shall not be deemed to have accrued any vacation leave.

Section 3

Each permanent employee in a full-time position shall be entitled to two (2) weeks of vacation time annually after one (1) year of service, three (3) weeks of vacation time annually after seven (7) years of service, and four (4) weeks of vacation time annually after fifteen (15) years of service.

Section 4

All requests for vacation time shall be made in writing on an application furnished by the Town and must be filled out, approved, and filed with the Town's timekeeper. Seniority shall determine preference time. Vacation leave shall be granted at the time requested by the employee when possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period. Any vacation scheduled, by

written request that is over thirty (30) days old shall not be canceled by a more senior employee's request.

Section 5

Compensatory time will be allowed under the following conditions:

- * Employees can accumulate up to 107 hours of actual time worked, allowing for up to 160 hours of time off.
- * An employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the employer.
- * Accrued compensatory time may be paid out to the employee at the overtime rate by mutual agreement of the employee and the Public Works Director, which shall not be unreasonably withheld.
- * Compensatory cannot be used as sick days.

ARTICLE 14 - PAID LEAVES OF ABSENCE

Section 1

In the event of death in the immediate family of an employee, i.e. spouse, parents, step-parents, children, step-children, brother, sister, father-in-law, mother-in-law, or grandchildren, the employee shall be granted up to three (3) days leave with full pay as needed to make household adjustments and to arrange for and/or attend funeral services.

In the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or other relative living in the household, the employee shall be granted one-day leave with full pay to attend funeral services. Leave time for other relatives shall be at the discretion of the Town Manager

Section 2

Employees shall be granted a leave of absence with full pay anytime they are required to report for jury duty, jury service or subpoenaed by a court, provided that any compensation received for such service, exclusive of travel expenses, shall be reimbursed to the Town.

Section 3

The Town will pay the difference between military pay and Town pay over a period covering a maximum of seventeen (17) calendar days.

ARTICLE 15 - CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a

minimum of three (3) hours at time and one-half (1 ½), providing he has worked forty (40) hours that work week.

This section applies only when call back results in hours, which are not annexed, consecutively to one and or the other of the working day or the working shift. This section does not apply to scheduled overtime, call in times annexed to the beginning of the work shift, nor to hold-over times annexed to the end of the work or work day.

16 - INSURANCE AND RETIREMENT

Section 1

The Town of Fort Fairfield shall provide standard workers' compensation coverage for its employees. During the time an employee is out on workers' compensation, the Town agrees to pay one hundred percent (100%) of the cost of the employee's health insurance up to twelve (12) full months after the injury occurs and for those employees eligible, will cover eighty five percent (85%) of the cost of family coverage for up to three (3) full months or until the employee returns to active work, whichever occurs first. Union dues during this period shall remain the responsibility of the employee.

Section 2

The Town of Fort Fairfield shall provide to eligible employees the Maine Municipal Employees Health Trust Comprehensive Point-of-Service 200 health insurance program, up to the costs listed below:

For full time employees hired before March 23, 2000 the Town will pay 100% of the individual plan and 85% of the employee/children plan and the family plan. Full time employees hired after March 23, 2000 will have 100% of the individual plan paid for by the Town. Any eligible employee who opts to purchase health insurance coverage from some other source will receive from the Town a cash payment equal to 35% of the current individual premium.

Section 3

The Town of Fort Fairfield will participate in the Federal Social Security Retirement System, with the Town deducting and contributing monies within FICA guidelines.

Section 4

The Town of Fort Fairfield shall participate in the cost of coverage for its employees' income protection insurance.

Section 5

The Town shall match up to 5.0% of the earnings of participating employees towards the ICMA 457 retirement plan.

ARTICLE 17 - OVERTIME DISTRIBUTION - RATE OF PAYSection 1

Overtime: Full-time employees shall be eligible for payment of overtime at the rate of one and one-half (1 ½) times their hourly rate of pay after forty (40) hours in any weekly pay period. For the purposes of this section, hours actually worked shall include actual work hours, allowable vacation leave, and allowable sick leave. Allowable shall mean those hours contained in the regular forty (40) hour workweek schedule.

Section 2

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over a six (6) month period beginning on the first day of the calendar following the effective date of this Agreement. When an employee is assigned temporarily to a job in a higher pay classification that employee; after working four (4) hours in such higher classification; shall be paid retroactively from the first hour for any time worked in such higher classification at the higher classification pay rate.

Section 3

The payroll records turned in to the Town timekeeper by the Public Works Director or his/her designee shall show clearly the overtime hours worked each week by each employee, and a similar record of hours of overtime worked shall be maintained on file by the Public Works Director and open to review by an employee upon request.

ARTICLE 18 - DISCIPLINE AND DISCHARGESection 1

The Town shall furnish each new employee with a copy of existing work rules upon employment, and furnish supplements to the work rules to all employees as the rules become effective. It will be the responsibility of the employee to daily read the bulletin board of memorandums for working rules.

Section 2

It is agreed that any employee may be summarily suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked.

Section 3

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

Section 4

The Town through the Public Works Director or his/her designee and Town Manager, may at any time request a physical examination of any employee, at the Town's expense. Should the employee refuse such an examination when requested, he may summarily be suspended without pay until the physical examination is completed. A report of the results of such an examination shall be made to the Public Works Director or his/her designee and Town Manager and same shall become a part of the employee's personnel record.

Section 5

If the Town feels there is just cause for discharge, the involved employee will be suspended for five (5) days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge. Any employee receiving a notice of suspension, or dismissal will be afforded an opportunity for a Loudermill meeting with the appointing authority or his/her representative prior to the discipline being imposed.

Said notice will be sent through the Town Manager's Office. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second (2nd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure, and through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with all compensation for all lost time and full restoration of all other employment rights and conditions.

Section 6

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

- | | | |
|---|---|---|
| Oral Reprimand |) | The order of sequence shall not be construed to mean that each step must be followed prior to a discharge depending on the severity of any offense. |
| |) | |
| Written Reprimand |) | |
| Suspension (notice to be Given in writing) with or without pay and benefits |) | |
| |) | |
| Discharge without pay and benefits |) | |

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Town has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary action may also be imposed in cases of insubordination.

Should the Town hold a disciplinary proceeding, the employee involved shall have the right to Union representation at such a proceeding.

Should it become apparent during a counseling, investigatory, or similar purpose session that disciplinary action may result, the employee shall have the right to representation.

Section 7

The parties recognize the need to be in compliance with Federal and State laws regarding alcohol and drug usage by employees with commercial driver's licenses. While Public Works Department employees are already covered by such a Town policy, it is agreed to allow the Town to develop, implement, and add by reference through this section a specific department policy on alcohol and drug policy and testing procedures. This policy will be subject to negotiations on its final terms with the Union.

ARTICLE 19 - SETTLEMENT OF DISPUTES

Section 1

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union and/or the employee shall take up the grievance with the Department Head or his/her designee not later than ten (10) work days after the date of the grievance or the employee's first knowledge of the grievance. The Department Head or his designee shall meet with the Union and/or the employee and respond within three (3) days.

Step 2: If the grievance remains unsettled the Union and/or the employee shall take up the grievance in writing with the Town Manager or his/her designee seven (7) work days after the date on which the Step 1 decision is due. The Town Manager or designee shall meet with the Union and/or the employee and respond in writing within seven (7) days.

Step 3: If the grievance remains unsettled, either party may no later than fifteen (15) work days after the decision at Step 2 is made, file for arbitration by written notice to the other party. The parties shall attempt to mutually agree upon the arbitrator. If the parties cannot agree upon an arbitrator in seven (7) workdays, either party may request the Maine board of Arbitration and Conciliation to name an arbitrator(s).

The decision of the arbitrator(s) shall be final and binding upon parties in accordance with

applicable law. The arbitrator(s) shall be requested to render their decision no later than thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record to be made, copies of same shall be made available to the other party and the arbitrator at their cost. The cost of reproducing the documents shall be borne by the party requesting the copy.

Grievances initiated by the Employer shall be filed at Step 2 with Council No. 93 A.F.S.C.M.E.

Section 2

Employees selected by the Union to act as Union Representatives shall be known as "Stewards." The names of persons 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.

All Grievance Committee meetings, including the regular monthly meetings, shall be held after working hours, on the employer's premises, and without compensation unless otherwise approved by the Town Manager. The Employer shall meet at as needed, at a mutually convenient time, with the Union Grievance Committee. Either the Union or the Town can call for a meeting.

The purpose of the 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 Town other issues which would improve the relationship between parties.

Section 3

Whenever specific information regarding departmental operations, manpower, staffing, or wage rates are requested by unit members, it shall be done according to the following procedure.

1. First, a written request shall be made to the Public Works Director or his/her designee. He/she shall respond within five (5) days after receipt of the written request. If the Public Works Director or his/her designee fails to respond within the said five (5) days, the written request will be made to the Town Manager. He shall respond within five (5) days of the receipt of the request.
2. Nothing in this section shall prevent an employee from exercising his/her rights to obtain public information in accordance with 1 M.R.S.A., Section 408-A
3. If this above cited steps fail to produce the requested information, the unit member(s) may petition the Town Council, through the Town Manager, in writing, for such information, and the Town Manager will place the request on the Town Council agenda.

ARTICLE 20 - GENERAL PROVISIONS

Section 1

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or physical handicap. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2

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 Employer or any employer Representative against any employee because of Union Membership or because of any employee activities in official capacity on behalf of the Union, providing it is not done on the Employer's time.

Section 3

The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 4

The employees may use the garage to work on their personal vehicles under guidelines established by the Public Works Director or his designee, which may change from time to time. The employees agree that this will be on their own time and that no Town product will be used. Any employee or their guest working on their personal property/vehicle per this Article agrees that the Town will not be legally responsible and will hold the Town harmless and indemnify the Town for any personal injuries' or personal property damage that may occur to them or their guest while working on Town property. Employees assume full responsibility for any damage to Town property caused by actions of themselves or their guests.

ARTICLE 21- UNION BULLETIN BOARDS

The Town agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such boards.

ARTICLE 22 - UNION ACTIVITIES ON EMPLOYER'S PREMISES

The Town agrees that after working hours, (unless otherwise approved by the Town Manager), on the Employer's premises, and without pay, Union Representatives shall be allowed to:

- a. Collect Union dues, initiation fees, and assessments if these funds are not collected through payroll deductions.
- b. Post Union notices, distribute Union literature, and solicit Union membership during other employee's non-working time.
- c. Attend negotiating meetings.
- d. Transmit communications, authorized by all the Local Union or its officers, to the Employer or his representative.
- e. Consult with the Employer, his representative, Local Union Officers, or other union Representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 23 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This rule is not be construed to prevent the Town employee from becoming or continuing to be members of any political organizational meetings, and expressing their view on political matters, or from voting with complete freedom in any elections.

ARTICLE 24 - VISITS BY UNION REPRESENTATIVES

The Town agrees that accredited representatives of American Federation of State, County, and Municipal employees whether Local Union Representatives, or International Representatives shall have full and free access to the premises of the Town after working hours, but no later than 10:00 p.m., to conduct Union business.

ARTICLE 25 - UNIFORM:S AND PROTECTIVE CLOTHING

Section 1

If any employee is required to wear a uniform, protective clothing, or protective devices of a specialized nature because of the job, other than ordinary seasonal clothing, it shall be provided by the Town. The Town will reimburse each employee up to \$250.00 each year toward the purchase of safety toed footwear and inserts for the footwear.

Section 2

Safety hats will be worn when required by Federal, state, or local regulations and/or when deemed necessary by the Public Works Director or his/her designee.

Section 3

The clothing allowance will be four hundred dollars (\$400.00) toward purchase of work-related clothing. This can be received in the form of a check, which will be issued by July 15th of each year. If this option is chosen, the appropriate payroll taxes will be withheld. Employees may opt to receive up to three vouchers during the course of the year that will be redeemed for work related clothing.

ARTICLE 26 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1

The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the Town in conformance with the Town Charter and the Municipal Public employees Labor Relations Act as referenced in Article 1 - Preamble. The Union thoroughly recognizes the right of the Town to determine the necessary policies, rules, machines, and equipment to perform necessary and related works and the need to increase or decrease the complement of employees as well as employment standards.

Section 2

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer or in any way abridging or reducing authority.

Section 3

This Agreement shall be construed as requiring the Town to follow its provisions in the exercise of authority conferred upon the Town by law.

Section 4

When existing rules are changed, or new rules are established, providing such rules do not conflict with this Agreement, they shall be posted prominently on all bulletin boards for a period often (10) consecutive workdays before becoming effective.

Section 5

If at all possible, any employee desiring to terminate employment shall give two (2) weeks' notice to the Employer. Failure of an employee to give said two (2) weeks' notice shall forfeit all right to rehire.

Section 6

All employees operating equipment are responsible for reporting to either the mechanic or supervisor any problems, mechanical or otherwise, that the machine(s) may have, particularly to malfunctioning of safety warning devices required by law to be working at all times.

Employees not reporting equipment malfunction or the malfunctioning of safety warning devices required by law for safe machine operation, will be subject to disciplinary action including discharge. All mechanical problems or inoperative safety devices will be reported on a work order form provided by the Town. Employees are required to fill out the discrepancy on the form and give it to the mechanic or Public Works Director or his/her designee.

ARTICLE 27 - OUTSIDE EMPLOYMENT

Section 1

Employees covered by this Agreement may engage in outside employment. However, no employee may engage in outside employment which in any manner interferes with the proper and effective performance of their job duties or results in a conflict-of-interest. Employees must inform the Town Manager of their outside employment. If the Town Manager determines such outside employment is disadvantageous to the Town, notification that such employment must be terminated shall be issued in writing. Any employee who engages in outside employment outside the Towns' regular working hours shall be subject to perform their regular duties first, when required. Any employee who engages in outside employment during their regular working hours shall be subject to disciplinary action, including termination. Employees do not need to inform the Town Manager of seasonal agricultural work as long as all other conditions in this Article are met.

Section 2

Employees who wish to obtain regular outside employment must first sign the following waiver, same to be filed with the Town Manager:

“The undersigned, an employee of the Town of Fort Fairfield, does hereby release said municipality from any labor expense or costs because of any injury or illness incurred for reason of any employment accepted by the undersigned other than as an employee of said municipality. I further release the Town of Fort Fairfield from any claim for salaries, wages or other benefits during absence caused by such injury or illness.”

Section 3

Employees so permitted to 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 Fort Fairfield, and when it appears that such secondary employment is having an adverse effect on the public worker's sick leave record or work performance, permission shall be withdrawn.

Section 4

Employees engaged in permitted secondary employment agree not to wear clothing or devices provided by the municipality and not to use any municipally owned equipment or tools.

ARTICLE 28 - STRIKES PROHIBITED

Section 1

The Union agrees that during the life of this Contract, neither it nor its officers, nor its members will engage in, encourage, sanction or support any strike, slowdown, mass absenteeism, picketing, or any other similar action which would involve slowdown, stoppage, or interference with the work prescribed by the employer. The Town shall engage in no lockout or similar activity for the duration of this Agreement.

Section 2

Any employee participating in such activities as explained in Section 1 above may be discharged by the Town.

ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or section of this contract, or of any riders 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 contract and of any rider thereof, 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. If negotiations are not completed prior to the termination date of this Agreement, the parties mutually agree to continue the existing Agreement until a satisfactory Agreement is reached.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a

mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

**ARTICLE 30 - WORK PERFORMED BY PUBLIC WORKS DIRECTORS OR IDS/HER
DESIGNEE**

A Public Works Director or his/her designee may continue to perform work which he normally performed at the time this Agreement became effective. Otherwise, a Public Works director or his/her designee may do work usually performed by employees as a temporary measure in case of emergency, to fill in for an absentee until a replacement can be obtained, for the purpose of relieving an employee for a short period of time, for the purpose of instructing or training employees, checking work or equipment, enforcing reasonable rules and regulations, and to protect the safety of employees and equipment.

Should an occasion arise where a Public Works Director or his/her designee performs work which is regularly performed by employees other than for the reasons specified herein, the Union agrees that it does not have just cause for grievance regarding a member of the supervisory force working unless an employee is displaced. Displacement occurs when an employee is relieved from his assignment for reasons other than those stated above.

ARTICLE 31 - OBLIGATION

While the position of Foreman is included in the contract, it is recognized that the supervisory duties are separate and distinct from the duties of the other members of this bargaining unit. The Foreman is obligated to enforce the bargaining agreement and any and all authorized rules and regulations for the proper operation of the Highway Department. Failure to enforce the terms of this agreement or valid rules and regulations shall be cause for disciplinary action. Effective 7/1/99 a new or revised job description for the position of Foreman shall be implemented to further clarify the position responsibilities.

ARTICLE 32- AVAILABILITY OF AGREEMENT

The Town shall furnish each current employee with a copy of the collective bargaining agreement containing the terms and conditions of their employment.

The Town will furnish all new employees with a copy of the collective bargaining Agreement upon the completion of his/her probationary period.

ARTICLE 33 - LABOR MANAGEMENT MEETINGS

Three members of the AFSCME bargaining unit and the Public Works Director, the Town Manager and a Councilor, representing management will meet quarterly for the purpose of improving communication and understanding between the parties and promote an atmosphere of team work. These meetings will be predicated on the following; that the Union coordinate the meeting date, that the meetings be scheduled on their own time and that an agenda is provided to the committee one week prior to the meeting.

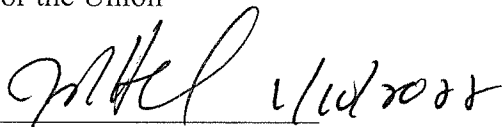
ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2022, and shall remain in full force and effect to the 30th day of June, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date: this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 10th day of January, 2022.

For the Union



John Nuttall
Staff Representative
AFSCME Council 93

For the Town



Andrea L. Powers, MPA
Town Manager
Town of Fort Fairfield



Nicholas Ellis
Unit Local 220-02 Negotiating Team

APPENDIX – A

SENIORITY LIST

<u>NAME</u>	<u>DATE OF HIRE</u>
CYR, Michael	6/19/89
Steve Turner	07/12/91
Chas Dean	06/06/05
Chris Gamblin	06/19/06
Nick Ellis	10/05/15
Mitchell Dufour	01/26/16
Shannon, Jack	5/31/19

APPENDIX - B

WAGES

Effective July 1, 2022 the wages shall be increased by 3% plus a \$1 per hour adjustment. Additionally, 3% July 1 2023, and 3% July 1 2024.

No other provision of this agreement or subject covered by this agreement is subject to re-opener or other mid-term negotiations and all other provisions of the agreement continue in full force and effect until the expiration of the agreement.

Wages for the three (3) employee categories will be as follows:

Building and Grounds	Current	7/1/2022	7/1/2023	7/1/2024
Entry	\$15.69	\$17.16	\$17.67	\$18.20
6 Month Probation	\$15.99	\$17.47	\$17.99	\$18.53
After 1 year	\$16.47	\$17.96	\$18.50	\$19.06
After 2 years	\$16.97	\$18.48	\$19.03	\$19.60
After 3 years	\$17.48	\$19.00	\$19.57	\$20.16
After 4 years	\$17.99	\$19.53	\$20.12	\$20.72
After 5 years	\$18.54	\$20.10	\$20.70	\$21.32
Thereafter*	\$19.09	\$20.66	\$21.28	\$21.92

Equipment Operator	Current	7/1/2022	7/1/2023	7/1/2024
Entry	\$15.69	\$17.16	\$17.67	\$18.20
6 Month Probation	\$15.99	\$17.47	\$17.99	\$18.53
After 1 year	\$16.47	\$17.96	\$18.50	\$19.06
After 2 years	\$16.97	\$18.48	\$19.03	\$19.60
After 3 years	\$17.48	\$19.00	\$19.57	\$20.16
After 4 years	\$17.99	\$19.53	\$20.12	\$20.72
After 5 years	\$18.54	\$20.10	\$20.70	\$21.32
Thereafter*	\$19.09	\$20.66	\$21.28	\$21.92

Mechanics	Current	7/1/2022	7/1/2023	7/1/2024
Entry	\$15.77	\$17.24	\$17.76	\$18.29
6 month probation	\$16.24	\$17.73	\$18.26	\$18.81
After 1 year	\$16.74	\$18.24	\$18.79	\$19.35
After 2 years	\$17.25	\$18.77	\$19.33	\$19.91
After 3 years	\$17.77	\$19.30	\$19.88	\$20.48
After 4 years	\$18.30	\$19.85	\$20.45	\$21.06
After 5 years	\$18.86	\$20.43	\$21.04	\$21.67
Thereafter*	\$19.43	\$21.01	\$21.64	\$22.29

* Based on the demonstrated ability of the employee to operate the heavy equipment of the Department to the satisfaction of the Public Works Director.

Foreman

Mike Cyr will receive the following hourly compensation during the course of this contract provided he continues to hold the position of Foreman. If he should change job categories, he will be paid the maximum rate for that category. By agreement of both the AFSCME 93 and Management, when Mike Cyr separates employment from the Town of Fort Fairfield the position of Foreman will no longer be a position that is represented by AFSCME 93.

Current	7/1/2022	7/1/2023	7/1/2024
\$21.02	\$22.65	\$23.33	\$24.03

