

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF SKOWHEGAN, MAINE**

**AND**

**SKOWHEGAN PUBLIC WORKS**

**BARGAINING UNIT**

**AFSCME COUNCIL NO. 93**

**JULY 1, 2019 - JUNE 30, 2022**

**SIDE LETTER AGREEMENT**

**Between**

**THE TOWN OF SKOWHEGAN  
&  
AFSCME COUNCIL 93**

Whereas, the Town of Skowhegan (“the Town”) and AFSCME Council 91 (“the Union”) have reached agreement on successor collective bargaining agreement (“the Agreement”) between the parties; and

Whereas, the parties have agreed to the Town’s creation of a Highway Foreman position;

Now, therefore, the parties agree as follows:

The parties agree that the Town will create a new bargaining unit position of Highway Foreman and shall place employee Walter Powell in the position of Highway Foreman. For reference purposes only, the Highway Foreman job description is attached to this Agreement. The parties agree that Powell’s placement in the position will be made outside of any promotion or hiring process required by the Collective Bargaining Agreement between the parties.

TOWN OF SKOWHEGAN

Christine Almand 5/29/19  
Christine Almand Date  
Its Town Manager

AFSCME COUNCIL 93

James Macho 5/30/19  
Date  
Its \_\_\_\_\_

## **Foreman**

### **Nature of work:**

The Foreman position is a working position requiring direct physical labor and is responsible for the execution of public works projects including effective direction and participation in the use of heavy equipment and direction and participation of work crews. Projects include, but are not limited to; road maintenance and repair, street/crosswalk painting, sidewalk maintenance and repair, sign maintenance and management. In the winter, work includes but is not limited to; the supervision and participation of snow removal, salting and sanding of roads and operation of snow plow equipment as well as supervising these activities.

### **Supervision received:**

The Foreman receives supervision from the Road Commissioner.

### **Supervision exercised:**

Supervision is exercised over the truck driver/laborers, sewer technician, temporary employees and others that make up the various work crews.

### **Examples of work: (Illustrative only)**

Directs and participates in daily work crews and assignments.

Operates various pieces of Public Works equipment.

Ensures safety procedures are being followed on job sites.

Instructs and trains crews in the use of Public Works equipment.

Keeps accurate records of work completed.

Available for work during emergencies including but not limited to snow storms, ice storms, hurricanes, and other weather and non weather related emergencies.

Works closely with the Road Commissioner in developing long and short term goals for the department.

Responds professionally to citizen complaints when necessary.

Directs and participates in winter operations.

**Requirements of work:**

Knowledge of repair and maintenance strategies of municipal streets and sidewalks.

Knowledge of Dig Safe laws, OSHA regulations, Work Zone Safety, Traffic Control laws, Town of Skowhegan's purchasing policy and other applicable laws related to Public Works responsibilities.

Knowledge of proper operating procedures for the various trucks and equipment associated with the Public Works Operation.

Knowledge of winter operations including but not limited to plowing, sanding, salting, and snow removal.

Strong communication skills both written and verbal.

Basic computer skills in Microsoft Office and other Highway department software programs.

Ability to work productively and cooperatively with co-workers and the general public.

Ability to keep accurate records and reports.

Ability to understand and interpret plans and blueprints.

The ability to work long hours in adverse weather conditions.

**Desirable training and experience:**

The Foreman must possess a high school diploma or GED and 5 years experience in the Public Works field.

3 years supervisory experience desired.

**Necessary special requirements:**

Must possess or be able to obtain valid class II State of Maine motor vehicle operator's license.

Physical strength and agility sufficient for performing the duties of the job.

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## ARTICLE 1 - PREAMBLE

1. In order to increase general efficiency in the Town and to promote the morale, equal rights, well being, and security of its employees and to promote the public health, safety, and welfare of the citizens, the Town of Skowhegan, through its Board of Selectmen, hereinafter referred to as the Town, and Council No. 93, American Federation of State, County, and Municipal Employees, the AFL-CIO hereinafter referred to as the "Union", herein find themselves in mutual Agreement as follows:

## ARTICLE 2 – RECOGNITION

1. The Town recognizes Council 93, AFL- CIO, American Federation of State, County and Municipal Employees, as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment.
2. Only those employees within the classifications listed in Appendix A, or any positions entitled to representation under Title 26, MRSA, Section 964 which may be created during the terms of the Agreement, are covered under this Agreement and only after the completion of the probationary period as it is related to Article 27 of the Agreement.
3. Union will be notified of any new position listed in Appendix A. Pay will be subject to negotiation and arbitration if necessary by request of either party.

## ARTICLE 3 – UNION SECURITY – NO DISCRIMINATION BY PARTIES

1. Employees covered by this Agreement shall have the right to join the Union or to refrain from doing so. No employee shall be favored or discriminated against by the Town or the Union because of his membership or non-membership in the Union.
2. If during the term of this Agreement or any extension thereof, 26 M.R.S.A., Sec. 964(1) (b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for union security provisions in public employee collective bargaining Agreement, the issue of inclusion of union security provisions in the Agreement will be open for negotiations either party hereto.
3. The parties of this Agreement agree that they shall not discriminate against any Employee because of race, creed, sex, age, residency, color, national origin, or disability.
4. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

5. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.
6. The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this contract.
7. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further, agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
8. The Town and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that employees who choose not to belong to the Union shall be subject to the following: the employee may make no payment, but when the services of the Union Representative are solicited for representational matters the services will be on a fee-for-service basis. The Union may charge such employee a reasonable fee for any requested services, attorney's fees and costs and expenses, and arbitrators' fees and expenses. Employees who choose not to join the Union shall sign a waiver provided by the union to the employee stating that they were offered the opportunity to join and declined.

#### ARTICLE 4 - CHECK-OFF

1. The Town agrees to deduct the regular weekly Union dues and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the union. The amounts to be deducted shall be certified to the Human Resources Manager by the AFSCME Council 93, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the AFSCME Council 93 office in Augusta, Maine.
2. The town shall forward all such dues so collected to the Treasurer of the Union on or before the 15<sup>th</sup> 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.
3. An employee may, within thirty (30) days prior to the expiration of this Agreement, notify the Human Resources Manager in writing that the dues deduction authorization as a Union member is to be cancelled upon expiration of this Agreement.



## ARTICLE 5 – HOURS OF WORK

### 1. Section 1 – Regular Hours:

- a. The regular hours of work each day shall be consecutive except they may be interrupted by a lunch break.

### 2. Section 2 – Workweek:

- a. The workweek for employees at Water Pollution shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., inclusive.
- b. The workweek for employees at Public Works shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., inclusive.
- c. The workweek for employees at the Solid Waste Department shall be Tuesday through Saturday, from 7:00 a.m. to 4:00 p.m., inclusive. Between the first Tuesday in April and the last Thursday in September, the work shift will be Tuesdays and Thursday from 7:00 a.m. to 5:00 p.m.
- d. For special work projects or seasonal activities, the town may alter the normal work schedules outlined in the article. The changes are to be for the duration of the project or activity. The town shall provide three (3) days notice of these changes, except when weather conditions dictate the scheduling of the work.

### 3. Section 3 – Meal Periods:

All employees shall be allowed a lunch break as follows:

- a. Water Pollution Control employees shall receive a one-half (1/2) hour lunch to be taken whenever possible during the workday. If for any reason employees are unable to take their lunch break, the employee may leave one-half hour earlier with permission from the department head, and if the employee is not given permission to leave early, the lunch period shall be considered time worked.
- b. Public Works employees shall receive a thirty (30) minute lunch period to be taken whenever possible between 11:00 a.m. and 12:30 p.m. If for any reason employees are unable to take their lunch break, the employee may leave one half hour earlier with permission from the department head, and if the employee is not given permission to leave early, the lunch period shall be considered time worked.
- c. Solid Waste Department employees shall receive a one (1) hour lunch break. Scheduling of said lunch break shall be as per current practice.

- d. Employees who have been called in outside their regular shift to perform snow-hauling duties shall receive a one (1) hour paid breakfast, except that the employee will not receive a fifteen (15) minute morning break.
- e. Employees who are called in outside the employee's regular shift to do snow plowing between the hours of 12 midnight and 5 a.m. shall receive a one (1) hour paid breakfast break. This breakfast break shall be in addition to their normal breaks.

4. Section 4 – Rest Periods:

- a. All employees shall receive two (2) fifteen (15) minute rest breaks. One to be taken in the morning and one to be taken in the afternoon. The rest period shall be scheduled at the middle of each half shift, whenever feasible.
- b. During the morning and afternoon breaks, when Town vehicles are available, the Department head or his designee may authorize employees to pick up quick food purchases. Purchases will not include items cooked to order but are limited to coffee, tea, sodas, donuts, packaged items, etc. Permission must be obtained prior to the start of the workday.

5. Section 5 – Weekend Shift:

- a. Employees at Water Pollution Control shall work alternate weekends at two (2) hour increments and be paid at the appropriate rate of pay.

6. Section 6 – Clean - Up Period:

- a. A fifteen-minute (15) clean up period, on the clock, may be allowed at the end of each day for the purposes of cleaning the work site, tools and equipment and personal clean up.

ARTICLE 6 – HOLIDAYS

- 1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays: New Year's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 2. Eligible employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by eight (8) hours, whether or not the holiday is worked.
- 3. Whenever any of the holidays listed above fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. For

employees working at the solid waste facility, holidays falling on Saturdays will be observed on that Saturday.

4. In order to be eligible for holiday pay, an employee must have worked the last scheduled workday before the holiday and the next scheduled workday after the holiday, unless excused by the Town Manager or department head.
5. If an observed holiday occurs during the workweek in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday.
6. Employees working a holiday shall be paid at 1 ½ times their regular rate plus receive eight (8) hours of holiday pay.
7. Effective January 1, 2017, employees will be granted three (3) personal days to be taken at their convenience with adequate notice to the Department Head. This applies to employees that have completed the six month probationary period as it is related to Article 27 of the Agreement. Personal days do not carry over from one calendar year to the next. The Town Manager may allow an employee to carry over personal days due to unique circumstances.

#### ARTICLE 7 – SICK LEAVE

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay if accrued. Sick leave may not be used for time lost due to an injury or illness incurred while the employee was working for another employer.
2. Sick leave shall be accrued at the rate of eight (8) hours per month, and sick leave accumulation shall be limited to twenty-six (26) weeks (1,040 hours) total.
3. A maximum of forty (40) hours per week will be paid for any employee on sick leave.
4. Sick leave may be used in emergency situations for attendance upon members of the family limited to the employee's spouse or significant other, mother, father and children of the employee and limited to five (5) days per calendar year. This paragraph is intended to cover only those emergency situations where the nature of the illness is such that the employee themselves be available to care for their family. Additional time off may be granted at the discretion of the Town Manager.
5. When an employee retires from active service and is immediately eligible for retirement benefits, the employee may elect to use accumulated sick leave, up to ninety (90) days towards credible service, to retire early in accordance with Maine Public Employees Retirement System rules.

6. The Town may request a medical verification after an employee has been absent three (3) consecutive days.

### ARTICLE 8 – ANNUAL LEAVE

1. Employees shall accrue vacation based upon the following:
  - a. One (1) week for one (1) year of continuous service.
  - b. Two (2) weeks for two (2) years of continuous service.
  - c. Three (3) weeks for five (5) years of continuous service.
  - d. Four (4) weeks for ten (10) years of continuous service.
  - e. After ten (10) years of service, each employee shall accrue one-half (1/2) of a vacation day for each year of service. (For employees hired before January 1, 2007 only)
2. Each employee's vacation allotment will be posted monthly on the employee's anniversary date. Employees may accrue up to five weeks of vacation. Vacation time not taken after the accrual of five weeks shall be lost. Exception to this may be permitted for special reasons with prior approval of the Town Manager.

Vacation leave shall accrue from the date of hire as a full-time employee; however, employees shall not receive vacation leave until they have completed their first six months of employment by the Town as a full-time employee.

3. Requests for vacation leave will be made prior to April 15<sup>th</sup> of the calendar year. Choice of vacation periods shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority by classification. On or before April 30<sup>th</sup>, a vacation schedule will be posted.

Requests may be submitted after April 15<sup>th</sup>; however, requests submitted prior to April 15<sup>th</sup> shall take precedence. If, due to reasons beyond the employee's control, the employee is unable to submit a vacation request prior to April 15<sup>th</sup>, the employee will be allowed vacation time as requested, provided however, that a replacement may be obtained or the employee can be spared from the work force. Failure to grant vacation time shall not be done in an arbitrary or capricious manner.

4. All vacation leave privileges shall be with the approval of the Department Head. If the employee requests their paycheck in advance, they must make that request two (2) full weeks before their vacation starts.

5. Any employee who is separated from Town service by layoff, resignation, death or termination shall be paid or shall have payment made to his/her estate for unused vacation leave up to the maximum allowed under this Article.

#### ARTICLE 9 – BEREAVEMENT LEAVE

1. An employee may be excused from work for up to three (3) work days because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Additional time off may be given at the discretion of the Town Manager. Time off under this section is to be deducted from the employee's accumulated sick leave.
2. For purposes of this article only, immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepchildren, stepparents, step-grandparents, and significant other. One (1) workday may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

#### ARTICLE 10 – MILITARY LEAVE

1. Military leave shall be available to employees under the terms and conditions of applicable federal and/or State Legislation. Any disputes as to rights under this provision are arbitral, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify their Division Head within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees may elect to have money withheld throughout the year by payroll deduction to pay for the employee portion of health insurance premiums while absent due to military leave.

#### ARTICLE 11 – JURY DUTY

1. Employees shall be granted a leave of absence.
2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
3. Employees reporting for jury duty but not detained will report for work as soon as possible.

## ARTICLE 12 – LEAVES OF ABSENCE

1. Eligibility requirements:

Employees shall be eligible for leaves of absence after six (6) months of service with the employer.

2. Application for non-medical leave:

- a. Any requests for leave of absence without pay shall be submitted in writing by the employee to the Town Manager or designee. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- b. Authorization for a leave of absence without pay shall be furnished to the employee by the Town Manager or designee, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has used all accrued vacation time.
- c. If the leave of absence exceeds thirty (30) days, the employee will be responsible to pay for both the employer and employee share of all health insurance premiums.

3. Medical Leave:

- a. The Town will grant medical leaves of absence pursuant to applicable State and Federal Medical Leave laws.
- b. The Town of Skowhegan recognizes the rolling calendar as the 12 month period, and accrued paid leave may be used at the option of the employee.
- c. Seniority shall accrue while on any medical leave of absence granted under the provisions of the Agreement.

## ARTICLE 13 – SENIORITY

1. The town shall establish a seniority list, and it shall be brought up to date every six (6) months and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days. A copy of the same shall be sent to the Secretary of the Union and AFSCME Council No. 93. Any objection to the seniority list, as posted, must be reported to the Town Manager or designee and the Union within ten (10) days from the date posted or it shall stand accepted.

2. Seniority shall be established as of the last date of permanent hire within the unit and shall not include any previous employment with the Town.

#### ARTICLE 14 – WORK FORCE CHANGES – PROMOTION

1. Whenever a job opening occurs in an existing or newly created position within the unit, a notice of such opening shall be posted on the bulletin board for five (5) calendar days, indicating the division and duties of the position.
2. During this period, employees who wish to apply for the open position or job – including employees on layoff – may do so. The application shall be completed in writing and shall be submitted to the Human Resources Department.
3. Positions outside the bargaining unit shall be available to employees within the bargaining unit at the time of the Town-wide postings. Positions within the bargaining unit may be advertised to employees outside the bargaining unit at the time of posting; however, bargaining unit employees shall have preference to vacancies as per Section 6 of this Article.
4. The Town will attempt to fill the new classification or the vacant job within thirty (30) calendar days after posting. If it is determined that no inside candidates are qualified, an additional thirty (30) days will be granted to fill the position. The time limits for filling of vacancies may be extended for specific periods of time, by mutual agreement of the President of the Local and the Human Resources office. The Union shall be notified who was awarded the job. This paragraph relates only to positions and employees within the bargaining unit.
5. Transfers:
  - a. Employee desiring to transfer to other jobs shall submit an application in writing to the Human Resource department. The application shall state the reason for the requested transfer.
  - b. Employees requesting a transfer may be transferred to equal or lower paying job classification on the basis of seniority provided there is an open position and the employee is qualified.
6. Promotions:
  - a. The term “promotion” is defined as the advancement of an employee to a higher rated range position. Promotions shall be made in accordance with Section 6B of this article.

- b. Promotions shall be made by seniority from among the bargaining unit applicants who have the ability and qualifications to immediately perform, without training, the duties of the higher classification.
7. All employees receiving promotions under the provisions of this Article shall be subject to the probationary period of six (6) months, unless a shorter period of time is agreed to by the parties. An employee who does not satisfactorily complete the probationary period shall be given the reasons therefore and shall be allowed to return to the position held prior to promotion, with no loss of wages, benefits or other conditions or employment of the prior position, which the employee is entitled to by virtue of seniority.
8. Upon promotion, an employee shall be compensated at the minimum rate of two and one half percent (2.5%) higher than the employee's current rate of pay.

#### ARTICLE 15 – REPORTING TIME

1. Any employee who is scheduled to report for work and who presents himself for work scheduled, shall be assigned to at least two (2) hours work or paid for the two (2) hours.

#### ARTICLE 16 – WAGES AND OVERTIME

1. Current employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered a part of this Agreement.
2. All employees covered by this Agreement and not exempt from the Fair Labor Standards Act shall receive one and one-half (1 ½) times their regular hourly rate of pay for all “hours worked” in excess of forty (40) hours in a payroll week, as described in paragraph 3. Any prescheduled hours worked after a break in the workday of six (6) hours or more shall not be considered consecutive hours worked for overtime calculation purposes. Employees must be prescheduled for a shift prior to the end of the workday.
3. “Hours worked” shall include hours actually worked, Bereavement Leave and Jury Duty.
4. Overtime shall be assigned on an as needed basis and the Town shall attempt to distribute overtime equally among all qualified bargaining unit employees.

No part time employees shall be offered overtime until all bargaining members are either working or have refused said overtime.

5. Paychecks will be issued on a weekly basis.



## ARTICLE 17 – ON CALL

### 1. Water Pollution Control Plant

The Town reserves the right to establish “on-call” duty assignments throughout the year. Employees assigned “on-call” duty shall remain available to report to work within 30 minutes of a call-in to provide maintenance, repairs, inspections or other duties as needed. On call time hours shall be deemed to run from Monday 7:00 a.m. until the following Monday at 7:00 a.m. The employee assigned on call duty shall be paid for a minimum of two hours at the appropriate rate of pay when called into duty, and shall receive a payment of fifty dollars (\$50.00) for being on call for the week. On-call duty shall be mandatory for one employee each week. The week of on call duty shall coincide with the weekend duty assignment schedule.

### 2. Highway Department

The Town reserves the right to establish “on-call” duty assignments throughout the year. Employees assigned “on-call” duty shall remain available to report to work within 20 minutes of a call-in to provide maintenance, repairs, inspections or other duties as needed. On call time hours shall run from Monday 7:00 a.m. until the following Monday at 7:00 a.m. The employee assigned on call duty shall be paid for a minimum of two hours at the appropriate rate of pay when called into duty, and shall receive a payment of fifty dollars (\$50.00) for being on call for the week. On-call shall be mandatory for one employee each week.

Whenever more than one employee is needed, additional employees will be called by the Road Commissioner or his/her designee by the order of the call-in list or by the classification needed to perform the work.

**CALL-IN LIST:** The call-in list shall include all eligible employees within their classifications by seniority. This list will be used to keep track of the employees called in for the various storms and insure that all employees have a chance to share the duty. A copy will be posted for the employees to observe and will be updated by the Union officers. The call list will rotate with the most senior employees being the first to be called. Those called and reporting and those refusing will move to the bottom of the list.

**CALL-IN:** Calls are to be made by the Road Commissioner or his/her designee. Employees will be paid from the time of call.

When there is a “storm alert”, meaning that a storm is forecast for the off duty hours, employees will be expected to leave a telephone number where they can be reached if they do not plan on being at their home telephone number or number of record when the storm is likely to start. Personal pagers shall be a sufficient means of contact. Two unanswered phone calls to an employee’s telephone number of record, on a call-in attempt, shall constitute a “reasonable effort” to reach an employee.

## ARTICLE 18 – LAYOFF AND RECALL

1. In the event of a layoff, employees shall be laid off in the inverse order of seniority by classification by department.
2. Employees requesting transfers within the Bargaining Unit to avoid layoff shall be transferred to other job classifications for which they qualify. Such transfer rights shall be on the basis of seniority. This shall include the right to bump or replace an employee with less seniority in a similar or lower job classification for which the employee qualified.
3. Recall shall be in the order of seniority. No vacant position shall be filled until any employee on layoff shall be offered a job in the same or similar position to the one from which he is laid off. An employee on layoff shall retain recall rights for a period of two years.
4. In the event of a layoff, employees will be given a seven (7) calendar day notice or one weeks pay per calendar year.

It shall be the responsibility of any laid-off employee to keep the Town apprised as to his/her address for the purpose of notification pursuant to this Article. An attempt will be made to notify laid-off employees by telephone for recall purposes. Whether the attempt is successful or not, employees will notified by certified or registered mail. Employees must respond within three (3) working days of receipt of notice and must return to work within five (5) working days of response or, if out-of-state, ten (10) working days of response.

## ARTICLE 19 – DISCIPLINE AND DISCHARGE

1. Discipline:
  - a. Disciplinary action shall include only the following and shall be administered using the theory of progressive discipline:
    - Oral reprimand
    - Written reprimand
    - Suspension (notice to be given in writing)
    - Discharge (notice to be given in writing)
  - b. Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

- c. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass employee or the public.
  - d. If the Town feels that the possibility exists that serious disciplinary action (suspension or discharge) will occur, then the employee involved may be placed on administrative leave with pay pending the completion of the investigation of the alleged incident.
2. Suspension or Discharge:
- a. The employer shall not suspend or discharge any employees without just cause, and shall inform the employee in writing of all charges.
  - b. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the party.
  - c. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.
3. If an employee loses their driver's license for ninety (90) days or less, the Town may transfer the employee into an alternative position, if available, which does not require a valid motor vehicle operator's license. If the Town does not transfer the employee into an alternative classification the employee shall use accrued vacation during the period of license suspension. The remaining time of the suspension shall be unpaid. For the second offense the Town shall have the option of whether to suspend or discharge the employee.

#### ARTICLE 20 – GRIEVANCE PROCEDURE

- 1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and maintain morale.
- 2. Any grievance or dispute between the parties concerning the meaning or application of the agreement or concerning any policy or practice established under it shall be settled in the following manner:

Step 1: The Union and employee shall, within twelve (12) calendar days after the occurrence of the alleged grievance, present the grievance in writing to the Department Head or his/her designee. The Department Head shall meet with the aggrieved party or parties in an effort to resolve the grievance. The written decision shall be made to the party or parties within twelve (12) calendar days from the date of the receipt of the grievance.

Step 2: If the decision of the Department Head does not resolve the grievance, the Union may submit the grievance, in writing, to the Human Resources Manager or the Town Manager within fourteen (14) calendar days after receipt of the decision of the Department Head. The Human Resources Manager or Town Manager shall meet with the aggrieved party and Union officials or representative, and shall render a decision, in writing, to the employee, shop steward, Union representative and the Department Head, within fourteen (14) days following the day the grievance is received by him.

Step 3: If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Human Resources Manager or Town Manager, by written notice to the other, request arbitration.

3. The parties shall within ten (10) days of the demand for arbitration jointly attempt to agree on a single arbitrator. If the parties fail to select an arbitrator within thirty (30) days, either party may request the assignment of the Maine Labor Relations Board in accordance with the rules of the Board. Thereafter, arbitration shall be in accordance with the rules of the Maine Labor Relations Board. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be borne equally by the Parties.
4. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after conclusion and argument.
5. Expenses for the services of the arbitrator and the arbitration proceedings shall be borne by the Town and the Union equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, 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.
6. Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance, as set forth in Title 26, Sec 967, M.R.S.A
7. In the event that the employer does not respond within the time limits provided, the Union shall proceed to the next step. However, time limits may be extended by mutual written agreement.
8. Grievances concerning any disciplinary action or denials of promotion may be entered at Step 2 of the grievance procedure.

## ARTICLE 21 – BULLETIN BOARDS

1. The Town shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business. Town material and Union material shall be on separate bulletin boards.

## ARTICLE 22 – UNION ACTIVITIES ON TOWN'S TIME AND PREMISES

1. All employees covered by this Agreement who are officers of Local 1458, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above and except when the steward or a member of the Grievance Committee is investigating a grievance and only with the approval of the Department Head.

## ARTICLE 23 – WORK RULES

1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective. Objections to any proposed work rules shall be made in writing to the Department Head who shall have the responsibility of reviewing any such objection and making a final determination. Appeals from his/her decision can be made in accordance with normal grievance procedures.
2. Informing Employees: The Town further agrees to furnish each employee in the Bargaining Unit with a copy of all new work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.
3. All employees will be required to hold a valid State of Maine operator's license. Any conviction, which results in the loss or suspension of a motor vehicle operator's license, must be reported to the Town Manager or his/her designee, immediately and will subject employee to Article 19.
4. Enforcing: Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
5. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## ARTICLE 24 – HEALTH AND SAFETY

1. The Town shall provide each employee all necessary protective clothing and equipment, including raingear and safety eyewear, as determined by the Department Head and Safety Committee subject to the approval of the Town Manager. If parties cannot agree, then it shall be settled through the grievance procedure.
2. The employer and the employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
3. The Town will establish a Safety Committee comprised of members from Management, Non-union, and Union employees. It shall be the express purpose of the committee to build and maintain a climate of mutual understanding and respect in the solution of common problems including workplace health and safety. Personnel matters and/or grievances may not be submitted to the Committee. Generally, the Committee will meet at least four times each year or as needed. All Committee members may participate in the Committee meetings during working hours without loss of pay or benefits. Future appointees from the bargaining unit to the Committee shall be; recommended by the Union; and not disapproved by the Safety Director.

## ARTICLE 25 – UNIFORMS, BOOTS AND EQUIPMENT

1. Employees must wear safety footwear as required by OSHA and MDOL Regulations. The Town will reimburse upon receipt each employee up to one hundred and fifty dollars (\$150.00) per year for the purchase of approved safety footwear.
2. The Town will rent and provide eleven sets of uniforms through a uniform service. The Town will pay for the cleaning and rental.
3. The Town will purchase, for Highway and Solid Waste Department employees, one summer jacket and one winter parka for each employee, and will replace as needed. Water Pollution employees shall receive one summer and one winter set of outerwear.

## ARTICLE 26 – MANAGEMENT RIGHTS

1. The Town retains all rights and authority to manage and direct the business of the municipality, except as explicitly limited by a specific provision of this agreement. Such rights and authority shall include, but not be limited to, implement its own policies, to change assignments, direct the work of employees, promote, suspend, discharge for just cause, transfer, maintain discipline, to introduce new or improved methods and equipment for facilities in order to improve or maintain the operational efficiency of the municipality. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically

inconsistent with the provisions of this agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union Stewards.

#### ARTICLE 27 – PROBATION PERIOD

1. All appointments shall be made for a probationary period of six (6) consecutive months. Probationary employees shall be subject to the provisions of this Agreement except that the Town shall have the right to terminate without compliance with the terms of this Agreement, the employment of any such new employee within six (6) months from the commencement of the probationary period. Any probationary employee on layoff will be considered within the term “consecutive”, however, time spent on layoff, leave without pay or Worker’s Compensation, will not be considered as time worked towards the six (6) month probation.

#### ARTICLE 28 – HEALTH INSURANCE & DENTAL INSURANCE

1. Effective January 1, 2018, the primary Health Insurance plan offered by the Town will be the PPO 2500 plan provided through the Maine Municipal Employees Health Trust. The Town will continue to pay 100% of the employee premium and 50% of the premium for dependent coverage.
2. The Town will annually fund a Health Reimbursement Account (HRA) for each employee enrolling in the health insurance plan. The amounts will be \$2,500 for the employee and \$1,250 for dependents. This money may be used by the employee to pay the respective deductibles for the PPO 2500 plan.
3. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by the Maine Municipal Employees Health Trust. The current health insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee contributions shall be made through payroll deduction.
4. For all full-time employees, the Town offers Dental Plan “A” through the Maine Municipal Employees Health Trust. The Town shall pay one hundred percent (100%) of the employee’s dental insurance premium and zero percent (0%) for dependent coverage. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by the Maine Municipal Employees Health Trust. The current dental insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee contributions shall be made through payroll deductions.
5. Employees who are covered by a comparable group health insurance plan may, subject to the rules of the health insurance provider, drop entirely the Town’s health coverage. In

exchange, that employee will receive three (3) payments of five hundred dollars (\$500.00) during the course of the year.

Reenrollment in the plan may occur under the rules of open enrollment or if the employee incurs a “qualifying event” as outlined in the Health Trust Plan Document.

#### ARTICLE 29 – RETIREMENT

1. In addition to social security, the Town shall participate in the Maine Public Employees Retirement System. The town and the employee shall each make the contributions required by the Maine Public Employees Retirement System in accordance with the plan adopted by the Town. Employees have the option of not participating in MPERS. The Plan currently offered is Plan AC.
2. An employee that is rehired after filing for MPERS benefits will receive 95% of the compensation rate that they received prior to retirement. The employee’s rehire date will serve as their new anniversary date for purposes of pay increases and vacation accruals. Compensation shall remain at 95% after applicable pay increases. An employee that is rehired under these conditions may be employed by the town for a maximum of five additional years.

#### ARTICLE 30 – NO STRIKE – NO LOCKOUT

1. The Town, its representatives and the Local, its officers, representatives and members shall abide by the Municipal Public Employee Labor Relations Act of the State of Maine, in effect the date this contract was signed.

#### ARTICLE 31 – SAVINGS CLAUSE

1. In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The provision(s) so affected may be renegotiated if requested by either party.

#### ARTICLE 32 – TRAINING

1. As a condition of employment at Town expense, each employee shall attend and participate in all training sessions or courses as may be directed by his Department Head or the Town Manager. Each employee by his/her signature shall acknowledge having been trained or having participated in such sessions if required.



2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at the Town's expense with the advanced written approval of the Department Head and the Human Resources Manager. Reimbursement for the cost of training shall be made by the Town only after the course is satisfactorily completed.
3. The Town shall pay the cost of course work and renewal fees necessary for the Water Pollution Control department employees to maintain the required level of State licensure.
4. Employees shall be reimbursed at the rate established by the Board of Selectmen for the use of their personal vehicle to attend any training program.

### ARTICLE 33 – EMERGENCIES

1. Any employee shall be permitted to leave immediately (without loss of pay) on account of any emergency concerning his/her home or family upon giving notice to his/her supervisor with the approval of the Department Head or his/her designee, provided that he/she report within one (1) hour after taking leave, the amount of time that will be required to attend the emergency.
2. Any unit employee who serves as a call firefighter for the Town of Skowhegan or a community with which Skowhegan has a mutual aid agreement, may be allowed to respond with permission of Department Head to a call on duty time. This call time shall be considered hours worked and shall not be deducted from his pay. If the firefighter receives a stipend for the call from the Town of Skowhegan Fire Department, they shall turn that pay over to the Town.

### ARTICLE 34 – WORKER'S COMPENSATION

1. The Town will pay the premiums for Worker's Compensation insurance. Employees who sustain injury on the job and are eligible for Worker's Compensation benefits shall not be paid sick leave and shall only receive the benefits allowed under the Maine Worker's Compensation Act unless otherwise required by law.

Any employee who sustains illness or injury on the job shall be allowed to utilize accrued paid leave during the workers compensation seven (7) day waiting period. The employee shall notify the employer through the normal process as to preference as soon as physically able. If no preference is requested, sick time will be charged first then other available accrued paid leave secondary.

When receiving Worker's Compensation, the employee will continue to accrue seniority and, for a maximum of twelve (12) months, the Town will pay health insurance premiums for the employee in accordance with the terms of the Agreement. During said

period the employee will not continue to accrue additional vacation, holiday, sick leave, and may continue to make the employee pension contribution to MPERS.

ARTICLE 35 - DURATION

1. This Agreement shall be effective July 1, 2019 and shall continue in full force and effect until midnight June 30, 2022. The Parties have agreed that either party may re-open the contract to negotiate wages for the contract year beginning July 1, 2021. The parties agree that any party wishing to re-open the contract for this purpose will deliver a written notice of its intent to bargain over wages for the contract year beginning July 1, 2021 on or before March 1, 2021. The Parties agree that the re-opener shall apply only to wages.
2. In the event that collective bargaining pursuant to M.R.S.A., Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract shall have been negotiated.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 28<sup>th</sup> day of May, 2019

AFSCME, COUNCIL 93

For the Union:

*Tom Machi*  
*Eunice A. White*  
*Randy Brude*

TOWN OF SKOWHEGAN

For the Employer:

*Paul Val*  
*Roger Staples*  
*[Signature]*

## APPENDIX A

### WAGES

1. Employees will move through the pay scale adding a step on each anniversary date until reaching Step 20.
2. The Employer may hire a new employee at up to Step 6 without any impact on current employees. If the employer hires a new employee higher than Step 6, any current employee in that same job title shall be moved to the same step as the newly hired employee.

#### Effective July 1, 2019

Step	Class					
	1	2	3	4	5	6
1	\$13.50	\$14.50	\$14.75	\$15.75	\$16.25	\$16.75
2	\$13.84	\$14.86	\$15.12	\$16.14	\$16.66	\$17.17
3	\$14.18	\$15.23	\$15.50	\$16.55	\$17.07	\$17.60
4	\$14.54	\$15.61	\$15.88	\$16.96	\$17.50	\$18.04
5	\$14.90	\$16.01	\$16.28	\$17.39	\$17.94	\$18.49
6	\$15.27	\$16.41	\$16.69	\$17.82	\$18.39	\$18.95
7	\$15.66	\$16.82	\$17.11	\$18.27	\$18.85	\$19.42
8	\$16.05	\$17.24	\$17.53	\$18.72	\$19.32	\$19.91
9	\$16.45	\$17.67	\$17.97	\$19.19	\$19.80	\$20.41
10	\$16.86	\$18.11	\$18.42	\$19.67	\$20.29	\$20.92
11	\$17.28	\$18.56	\$18.88	\$20.16	\$20.80	\$21.44
12	\$17.71	\$19.03	\$19.35	\$20.67	\$21.32	\$21.98
13	\$18.16	\$19.50	\$19.84	\$21.18	\$21.85	\$22.53
14	\$18.61	\$19.99	\$20.33	\$21.71	\$22.40	\$23.09
15	\$19.08	\$20.49	\$20.84	\$22.25	\$22.96	\$23.67
16	\$19.55	\$21.00	\$21.36	\$22.81	\$23.53	\$24.26
17	\$20.04	\$21.53	\$21.90	\$23.38	\$24.12	\$24.87
18	\$20.54	\$22.06	\$22.44	\$23.97	\$24.73	\$25.49
19	\$21.06	\$22.62	\$23.00	\$24.56	\$25.34	\$26.12
20	\$21.58	\$23.18	\$23.58	\$25.18	\$25.98	\$26.78

#### Job Classes

- 1 Transfer Station Attendant
- 2 Truck Driver/Laborer  
Pollution Control Assistant Operator
- 3 Sewer Technician
- 4 Highway Foreman
- 5 Pollution Control Operator  
Pollution Control Mechanic
- 6 Highway Mechanic

**Effective July 1, 2020**

Step	Class					
	1	2	3	4	5	6
1	\$14.50	\$15.50	\$15.75	\$16.75	\$17.25	\$17.75
2	\$14.86	\$15.89	\$16.14	\$17.17	\$17.68	\$18.19
3	\$15.23	\$16.28	\$16.55	\$17.60	\$18.12	\$18.65
4	\$15.61	\$16.69	\$16.96	\$18.04	\$18.58	\$19.11
5	\$16.01	\$17.11	\$17.39	\$18.49	\$19.04	\$19.59
6	\$16.41	\$17.54	\$17.82	\$18.95	\$19.52	\$20.08
7	\$16.82	\$17.98	\$18.27	\$19.42	\$20.00	\$20.58
8	\$17.24	\$18.42	\$18.72	\$19.91	\$20.50	\$21.10
9	\$17.67	\$18.89	\$19.19	\$20.41	\$21.02	\$21.63
10	\$18.11	\$19.36	\$19.67	\$20.92	\$21.54	\$22.17
11	\$18.56	\$19.84	\$20.16	\$21.44	\$22.08	\$22.72
12	\$19.03	\$20.34	\$20.67	\$21.98	\$22.63	\$23.29
13	\$19.50	\$20.85	\$21.18	\$22.53	\$23.20	\$23.87
14	\$19.99	\$21.37	\$21.71	\$23.09	\$23.78	\$24.47
15	\$20.49	\$21.90	\$22.25	\$23.67	\$24.37	\$25.08
16	\$21.00	\$22.45	\$22.81	\$24.26	\$24.98	\$25.71
17	\$21.53	\$23.01	\$23.38	\$24.87	\$25.61	\$26.35
18	\$22.06	\$23.59	\$23.97	\$25.49	\$26.25	\$27.01
19	\$22.62	\$24.17	\$24.56	\$26.12	\$26.90	\$27.68
20	\$23.18	\$24.78	\$25.18	\$26.78	\$27.58	\$28.38

**Job Classes**

- 1 Transfer Station Attendant
- 2 Truck Driver/Laborer  
Pollution Control Assistant Operator
- 3 Sewer Technician
- 4 Highway Foreman
- 5 Pollution Control Operator  
Pollution Control Mechanic
- 6 Highway Mechanic

## APPENDIX B

The purpose of the Sick Leave Donation Policy is to provide an additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury. The policy allows employees to voluntarily contribute leave to other employees. The purpose of this policy is not to provide unlimited paid sick leave, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

- A. Only employees that have been employed full-time continuously for at least 6 months are eligible to receive Sick Leave Donations.
- B. Eligibility is discontinued upon termination of employment, retirement or death. No payment of benefits will be made to survivors.
- C. This benefit is available to those employees who have completely exhausted all sick and vacation leave and who are not receiving MMEHT Income Protection Plan benefits or Worker's Compensation.
- D. An employee may receive a maximum of 8 weeks of sick leave pay through this donation policy.
- E. An employee may donate no more than 2 weeks of sick time, and donors must have a minimum balance of 13 weeks after making a donation.
- F. Any employee who wishes to donate leave must sign a statement indicating the donation is voluntary. Donation forms will be submitted to the Human Resources Director.
- G. Sick Leave Donations may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner, or child with a serious health condition.
- H. Use of Sick Leave Donation benefits is considered under the provisions of the FMLA and any use is included in the 12 weeks of leave provided under this Act, if applicable.

An employee can initiate a donation request through the Human Resources Director within 2 weeks of exhausting their accrued leave benefits. The HR Director may also initiate the process when appropriate. The HR Director will send email notice of the request to all Department Heads for distribution. Employees who wish to donate sick leave must submit a donation form to the Human Resources Director within a week. Donations will be received on a first come basis until the necessary sick leave has been donated up to the maximum extension available.

All sick leave will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements and in accordance with the Personnel Policy – Appendix Four, Family Medical Leave (FMLA) Leave of Absence.