

COLLECTIVE BARGAINING AGREEMENT

Between

**COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

And

**THE TOWN OF TURNER, MAINE
PUBLIC WORKS UNIT**

Effective July 1, 2024 to June 30, 2027

<u>ARTICLE</u>	<u>PAGE</u>
1. PREAMBLE	3
2. RECOGNITION	3
3. HOURS OF WORK.....	3
4. CHECK OFF.	3
5. OVERTIME.	4
6. CALL IN PAY	5
7. REST PERIODS	6
8. MEAL PERIODS	6
9. CLEAN UP TIME.....	6
10. HOLIDAYS.....	6
11. VACATION.....	8
12 SICK LEAVE	9
13 EMPLOYEE BENEFIT PACKAGE	10
14. SENIORITY.	11
15. LEAVES OF ABSENCE	14
16. DISCIPLINE AND DISCHARGE	15
17. SETTLEMENT OF DISPUTES	16
18. NO STRIKE - LOCKOUTS	17
19. CONTRACTING AND SUBCONTRACTING	17
20. GENERAL PROVISIONS.....	18
21. SEVERABILITY AND SAVINGS CLAUSE.....	19
22. VEHICLE ASSIGNMENT.....	20
23. EFFECTIVE DATE:	20
SIGNATURE PAGE	20
APPENDIX A - WAGES.....	21
APPENDIX B - EMPLOYEE SENIORITY LIST.....	22

ARTICLE 1 - PREAMBLE

This agreement entered into by the Town of Turner, Maine, hereinafter referred to as the Employer, and council # 93, American Federation of State, County and Municipal employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees of the Public Works Department as per Maine Labor Relations Board Certification dated September 26, 1986.

ARTICLE 3 - HOURS OF WORK

Section A - Regular Hours and Work Day

The regular scheduled hours of work shall be consecutive from 7:00 a.m. to 3:30 p.m. Monday through Friday with a one half (1/2) hour unpaid lunch period. Hours may be changed by mutual consent of the parties. An example would be when the work day shall start and end or working a long day then a short day to average out working hours.

Section B - Work Week

The work week shall begin at 12:01 a.m., Sunday and end at 12:00 midnight, Saturday.

Should an employee accumulate 48 hours in time worked prior to 7:00 am on Friday of any given workweek, the employee may voluntarily request to be dismissed until the next regularly scheduled day of work or call in.

ARTICLE 4 - CHECK OFF

Section 1

The Employer agrees to deduct the Union membership dues from the pay of these employees weekly. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the fifteenth (15th) of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 2

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of the Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement. The Union shall indemnify and hold the Town harmless against any and all claims, suits, orders or judgment brought or issued against the Employer as the result of the action taken or not taken by the Employer under the provisions of this Article.

Section 3

Any employee who chooses not to become a Union member shall sign the non-member waiver form.

Section 4

The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5 - OVERTIME

Section A - Rate of pay

Time and one half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section B - Overtime Computation

Employees shall be paid at the rate of time and one half (1 ½) their regular hourly rate of pay for all authorized hours worked beyond 40 hours per work week. For the purpose of computation hours worked shall include hours actually worked, compensatory time, bereavement leave, vacation, holiday pay and sick leave.

Section C - Compensatory Time

An employee may earn compensatory time by working overtime and taking one and one-half (1 ½) hours off for each hour worked. Compensatory time may be earned on a year round basis and may be taken at a time mutually agreed upon between the employee and the Road Commissioner. The employee may choose if the employee wants compensatory time or overtime pay. An employee may accumulate no more than 90 hours of compensatory time each fiscal year. Any hours over 80 hours shall be paid in full based on the employee's current hourly rate of at the end of the fiscal year in the first pay period after June 30. In case of layoff or separation the employee shall be compensated in full for all unused hours at their current rate or the highest rate paid in the past three years, whichever is higher.

Section D - Distribution

Overtime work shall be distributed equally to employees working within the unit. The distribution of overtime shall be equalized over each twelve (12) month period beginning on the first day of July of each year.

On each occasion, the opportunity to work overtime shall be offered to the employee within the unit who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. All overtime refused shall be charged against the employee for the purpose of equalization, unless he/she is excused because of sickness. The Town shall provide a weekly report to the union steward of the overtime worked by each employee covered under this agreement.

ARTICLE 6- CALL IN PAY

Section A

An employee who has left his/her place of employment after having completed work on his/her regular workday or shift and is called back to work prior to the commencement of his/her next scheduled workday or shift, shall receive a minimum of four (4) hours of work at the appropriate rate, or a guarantee of four (4) hours pay at the employee's rate.

This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday or shift and who continues to work that workday or shift, or to employees held over at the end of their workday.

Section B

Between December 1st and April 1st of each year, employees shall be available for work

and able to report for work within one hour at all times unless granted written waiver from this requirement or on approved leave, which may include a replacement worker from the approved spare list being contacted available for such coverage.

The Town will provide a stipend of one hundred and fifty dollars (\$150) for cell phone lease for employee's personal cell phone number annually at the beginning of the winter roads schedule.

One designated employee shall be the "on call employee" for emergency measures on an agreed to time schedule between management and employees. This one employee shall receive a weekly stipend of one hundred dollars (\$100.00) a week. This person shall respond to all emergency situations during this time frame to reasonably address the problem or call for additional help from any or all other employees, using reasonable judgment and decision process for the events that were found. The "on call employee" must be able to report to the Town Garage within one hour.

ARTICLE 7 - 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.

Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 8 - MEAL PERIODS

All employees shall be granted a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. When overtime extends for at least four (4) hours, an employee shall be allowed one-half (1/2) hour meal period to be paid as time worked and the cost of Eight dollars & fifty cents (\$8.50) towards the meal, providing the employee continues to work thereafter.

ARTICLE 9 - CLEAN UP TIME

The Employer shall make the required facilities available and/or necessary supplies.

ARTICLE 10 - HOLIDAYS

Section A - Recognized and Observed

New Year's Day Independence Day Thanksgiving Day
President's Day Labor Day Patriots Day

Indigenous People Day Christmas Day Memorial Day
Veterans Day Floating Holiday

The floating Holiday may be used at the employee's discretion, with at least one (1) day's notice to the Road Commissioner, at any time between April 1st and October 31st, and from November 1st to March 31st with the approval of the Road Commissioner, provided only one (1) employee may use the Floating Holiday on any given day. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. For the purpose of this Article Christmas, Veteran's Day and Thanksgiving shall be observed on the actual calendar date.

Section B - Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave, and the employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness; it need not be mutually agreed upon.

If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the un-worked holiday.

Section C - Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) hours their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

Eligible employees whose regular workday differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Section D - Holiday Work

If an employee works on any of the holidays listed, he/she shall be paid the following premium rates in addition to holiday pay, for the first eight (8) hours: One and one half (1 ½) times for all hours worked, or compensatory time off at the rate of one and one half (1 ½) hours for each hour worked, except Christmas and Thanksgiving which will be double (2) time.

ARTICLE 11 - VACATION

Section A

Each employee subject to the contract shall earn vacation with pay on the following basis: After the first year anniversary - one week; after the second year anniversary - 2 weeks; after the eighth year anniversary - 3 weeks and after the twelfth year anniversary - 4 weeks. Employees with less than two (2) years of continuous service with the Town will be allowed to accumulate up to one week of vacation; employees with more than two (2) years of continuous service, but less than eight (8) years of continuous service, may accumulate two (2) weeks vacation; Employees with more than eight (8) years of continuous service, but less than twelve (12) years of continuous service, may accumulate three (3) weeks of vacation and employees with more than twelve (12) years of continuous service, may accumulate four (4) weeks of vacation. Exceptions may be made for illness, emergencies and for job requirements with the approval of the Town Manager.

Section B - Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately proceeding the employee's vacation period. Employees shall, upon request and working with the payroll clerk, allow sufficient time for vacation payroll to be processed, prior to scheduled vacation time.

Section C - Choice of Vacation

Vacation leave shall be arranged by the Road Commissioner in such a manner as to cause a minimum of loss of service to the public. If the nature of 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 their choice of vacation period in the event of any conflict about vacation periods.

It has been mutually agreed that the Public works Department Unit will shutdown operation for the workweek of the recognized July 4th holiday. Employees will used their accumulated vacation, compensatory, or personnel time for the remaining work hours of that workweek.

Section D - Work During Vacation

Any employee who is requested to and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1 ½) of his regular rate and for overtime hours at a rate of two and one half (2 ½) times his/her regular rate of pay. In addition, the employee's vacation (with pay shall be rescheduled to any future period the employee may request.

Section E - Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated.

ARTICLE 12 - SICK LEAVE

Section A - Allowance

Any employee contracting or incurring any non-service illness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay. Employees shall be eligible for sick leave after six (6) months service with the Employer. Employees shall be allowed one (1) day of sick leave for each month's service.

Section B - Accumulation

Employees shall start to earn sick leave from their date of hire, and they may accumulate up to 120 days.

Section C - Unused

Sick leave may be used for illness, necessary medical or dental care or other disability of the employee or a member of the employee's immediate family. Immediate family in this case shall mean spouse, significant other (living in the same household), natural or adopted children, parents, and parents of the employee's spouse, grandchildren or dependents residing in the same household who qualify as dependent for federal income tax purposes. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive work days, or because of reported absences on days preceding or days following holidays or weekends. Upon retirement or separation in "good standing" regular full time employees who have completed seven (7) years of service, and who retire, resign after giving proper notice, or are terminated for reasons not attributable to "Cause" shall be compensated one-third (1/3) of the accumulated unused sick leave subject to the maximum payment of forty (40) days; one half (1/2) after twelve years, subject to a maximum of sixty (60) days; three quarters (3/4) after sixteen (16) years, subject to a maximum of ninety (90) days and one hundred (100) percent after twenty (20) years to a maximum of one hundred and twenty (120) days. Payment will be made after the employee's last day of work or the next regular pay day thereafter.

Section D – Regular full time employees hired after July 1, 2024 shall annually on July 1, be credited with ninety six (96) hours = twelve (12 days) of sick time for the upcoming fiscal budget year to be recorded in each qualifying employee's record. Regular part time employees working an average of more than 20 hours per week shall be credited

(annually on July 1) with a prorated number of hours of sick time equal to 96 hours multiplied by the employee's average number of hours of work per week divided by 40.

Sick time may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, or for a personal medical or dental appointment with notice in advance and approval by the Town Manager, or for reasons set forth in this section.

Sick time is defined as time granted due to personal illness, non-work related bodily injury to the employee or the employee's immediate family. Immediate Family: The employee's spouse, Domestic Partner (living in the same household), natural or adopted children, parents, parents of the employee's spouse, brothers, sisters, grandparents, grandchildren or dependents residing in the same household who qualify as dependent for federal income tax purposes.

Sick time may also be used for transporting immediate family members to health care appointments with advance notice to and approval of the Town Manager.

After three (3) days of continuous use of sick time (or at any time that abuse of sick time is suspected), the Town Manager may, as a condition precedent to the continuation of sick pay, require a certificate from the employee's physician certifying the condition of the employee to be such as to justify the continued absence from employment. When a medical examination or doctor's certificate is required, such shall not be at the Town's expense.

No sick time will be paid because of injury or sickness incurred by reason of employment for any employer other than the Town.

The Town shall designate any such sick time as paid "Family Medical Leave" when the Town Manager becomes aware of sick time being used by an employee for a purpose that qualifies for leave under the FMLA. Refer to the section of this Policy addressing Family Medical Leave.

Employees who are requesting paid sick time in accordance with this section shall notify or cause to be notified the Town Manager or department head at least thirty (30) minutes prior to the time specified for the beginning of the work day, or as soon as it is reasonably possible. If the employee becomes sick during the work day, he/she must notify or cause to be notified the Town Manager or department head prior to leaving the work area, in which case, sick time will be charged proportionately.

Regular full time employees shall be entitled to sixteen (16) hours of personal time per year and regular part time employee's working in excess of twenty (20) hours per week shall be entitled to prorated personal time. Hours taken as personal time will be deducted from accrued sick time.

Employees shall provide sufficient advance notice to the Town Manager or department

head for approval of the personal time.

Sick time may be taken in ¼ hour increments as needed.

Sick Time Bank Plan (as provided in Appendix A of the town personnel policy)

The Town wishes to establish a Sick Time Bank-Plan with the Board of Selectmen as its Trustees for the benefit of the employee only. The Town will budget funding to buy back employee's sick hours currently held based on the employee's longevity at the end of the fiscal budget year 2009/2010 or with a 50% payout of recorded sick time hours as of June 30, 2010. The remaining hours will help establish the 1,000 hours for the Sick Time Bank.

Beginning July 1, 2010, all unused sick time shall be redeemed on June 30 each year, at a rate of fifty percent (50%) of value, with the employee's remaining 50% contributed to the bank, to the extent needed.

Upon separation of employment with the Town of Turner, there shall be no compensation for any remaining sick time.

Any absence from duty of which sick time is paid or for official leaves of absence, shall not constitute a break in the service of record.

Misuse of sick time shall be grounds for disciplinary action including termination of employment for cause.

Section E - Bereavement Leave

An employee shall be allowed:

A maximum of forty (40) working hours off with pay for the death of an Immediate Family: The employee's spouse, Domestic Partner (living in the same household), natural or adopted children, parents, grandchildren, or dependents residing in the same household who qualify as a dependent for federal income tax purposes.

An employee shall receive a maximum of three (3) working days off with pay for the death of an employee's brother, or sister.

An employee shall receive a maximum of two (2) working days off with pay for the death of an employee's grandparent or parents of the employee's spouse

Exceptions may be made at the discretions of the Town Manager for the approval of up to one (1) day of personal time off under this section to attend funeral services for other than immediate family members.

ARTICLE 13 - EMPLOYEE BENEFITS PACKAGE

Section A

The Town has a Section 125 Plan and will offer each regular employee \$10,000 for the first contract year; and each succeeding year of this contract shall be as approved for all regular employees, for the employee to purchase benefits to include, but not limited to, health insurance, dental, eye, retirement, child care, etc., as they feel is best for them. The employee will be allowed to purchase these benefits through the town or on their own. An employee will be paid \$833.34 per month for the first contract year; with each successive year the approved amount shall be as divided by twelve (12) months, less any amount for coverage they chose to buy from the town. If the rates as designated above are increased by the Town, the new increases shall be applicable under this contract. The Town agrees to have a Section 125 Plan to allow payments before taxes.

Section B

The Town will provide Workers' Compensation benefits to bargaining unit employees who sustain injury while working in accordance with the State of Maine provisions for Workers' Compensation.

Section C

When receiving Workers' Compensation, the employee shall continue to accrue seniority and, for a maximum of eighteen months, the Town will maintain the employee's benefit for the Section 125 Cafeteria Plan schedule as established on the employees Declaration Form. During said period, there shall be accumulation of vacation benefits according to the employee's schedule.

Section D

After a maximum period of eighteen months on Workers' Compensation, or on any other form of leave of absence, an employee's employment shall cease.

Such period may be extended if an employee may be able to return to work. The Town shall make all reasonable accommodations for employees who have been injured in an effort to return them to work.

Section E

The Employer agrees to diligently process all claims pertaining to on-the-job injuries.

Section F

The Employer has provided FICA coverage for its employees through its 218 Agreement dated April 1, 1953 and shall continue with this agreement.

ARTICLE 14 - SENIORITY

Section A - Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section B - Probationary Period

All new hires shall serve a probationary period of (6) six months. This will allow the Town to observe an employee for a full season (including winter plowing) and determine if the employee meets the necessary standards for continued employment. During the probationary period the employee may be dismissed without just cause and have no right to appeal under this agreement.

Section C - Seniority Lists

Every year during the month of January, the Employer shall post on their bulletin board a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

Section D - Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section E - Work Force Change

(1) Promotions

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position or the re-assignment of an employee at the employee's request to a position the employee considers to be in his/her best interest regarding the rate of pay. Whenever a job opening occurs that the Employer elects to fill other than a temporary opening as defined in this contract is any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for ten (10) working days.

During this period, employees who wish to apply for the open position or job including employees on lay-off, if their address is on file with the Employer, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

The Employer shall fill the opening with the most senior qualified applicant. In the event the Employer determines that there are no qualified applicants for the position, they may advertise outside of the unit.

(2) Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation, the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason other than discharge for just cause, shall be permitted to exercise their seniority rights to transfer to any other job in the bargaining unit that they are qualified to perform.

(3) Transfers

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. The transfer must be approved by the Employer and the employee must be qualified to perform all duties of the new position.

(4) New or Vacant Jobs

New jobs or any vacancies in existing job classifications that the Employer elects to fill, job vacancies in existing job classifications that are not occupied due to a curtailment or operations, employee illness, employee leaves of absence, or any other reason shall be filled initially by the Employer on the basis of a temporary transfer not to exceed ten (10) days. During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit an application in writing to their immediate supervisor.

The employer shall fill a new job classification or a vacancy they elect to fill with the senior best qualified applicant for the position. Nothing shall prohibit the Employer from advertising outside of the bargaining unit if they so desire for new or vacant positions after posting internally. Seniority shall be a major factor regarding internal applicants for any position. In the event the Employer only advertises internally, and there is more than one qualified applicant, the most senior qualified employee shall be selected. All job vacancies in the Unit shall be posted prominently on the employee bulletin board for a minimum of seven (7) working days.

(5) Bumping

When an employee is laid off due to a reduction in the workforce, they shall be permitted to exercise seniority rights to bump a less senior employee in an equal or lower job classification provided; they are qualified to perform the work of that position, within the bargaining unit.

Temporary job openings may be filled by Employer assignment or reassignment, and the assignment or reassignment shall be made in terms of a promotion based upon seniority. Temporary assignments shall be considered, as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate supervisor. It is the intent of this provision to prevent the repeated assignment of the employee to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own work rates whichever is higher.

(6) Demotions

The term demotion, as used in the provision, means the re-assignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification

Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternatives he will take, the demotion or the layoff.

No demotions shall be made for disciplinary reason.

(7) Layoffs

In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority.

(8) Recall

Employees whose address is on file with the Employer shall be recalled from layoff according to their seniority. The Town shall send recall notice of all vacancies to all Employees on layoff by certified mail, return receipt requested.

No new employees shall be hired until all employees on layoff status whose addresses are on file with the Employer desiring to return to work have been recalled. Employees on layoff who do not respond after ten (10) days from the mailing of a recall notice to their address on file shall be deemed to have waived recall rights.

ARTICLE 15 - LEAVE OF ABSENCE

Section A

Employees shall be eligible for unpaid leave of absence after six (6) months of prior service with the Town. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Requests for immediate leave not exceeding one (1) month for family sickness, a death or an emergency, shall be answered before the end of the shift during which the request is submitted. All requests for leave of absence shall be answered in writing.

A medical leave of absence shall be granted to the employee, upon due proof of a physician that said leave is necessary in accordance with the State and Federal Family Medical Leave Act.

A request for a leave of absence not exceeding one (1) month shall be answered within five (5) working days and a request for leave of absence exceeding one (1) month shall be answered within ten (10) working days.

Any request for a leave of absence will be limited to six (6) months, however, the Town, at its option may extend a leave of absence for an additional six (6) months if requested to do so by an employee.

Section B - Jury Duty

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

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

Section C - Education Training

The Town will attempt to make opportunities available to employees within the constraints of the Town budget for the further development of specific skills and expertise that will be of mutual benefit to both the employee and the Town.

Section D - Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who requests a leave of absence to perform their civic duty shall be granted a leave of absence for the period necessary to fulfill their civic responsibilities.

Section E - Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

ARTICLE 16 - DISCIPLINE AND DISCHARGES

Section A - Discipline

Disciplinary action or measures shall include only the following:

Oral reprimand (written notice)

Written reprimand

Suspension (notice to be given in writing)

Discharge

All discipline shall be for just cause.

If the Employer 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.

Upon request of an employee, records of reprimand and preventable accident reports shall be removed from personnel files after (18) eighteen months from the date of occurrence provided that the employee has no further disciplinary action since that date. Upon request of an employee, records of suspension shall be removed from the employee's personnel file after three (3) years from the date the discipline provided the employee has not had any additional disciplinary action taken during the three (3) year period.

Section B- Discharge

The Employer shall not discharge any employee without a hearing to establish just cause. Said hearing shall be in compliance with the grievance procedure of this Contract with prior notice of all charges and date of hearing.

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 steps if deemed necessary by either party.

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 other rights and conditions of employment.

ARTICLE 17 - SETTLEMENT OF DISPUTES

Section A - Grievance and Arbitration Procedure

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 Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the shop steward within three (3) working days.

Step 2 - If the grievance still remains unadjusted it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Town Manager in writing within seven (7) working days after the response of the supervisor is due. The Town Manager shall hold a hearing with all concerned parties and respond in writing within seven (7) working days of the conclusion of the hearing.

Step 3 - If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation shall be requested by either or both parties to serve as arbitrators on the grievance.

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

All proceedings initiated against the employee by the Employer, shall be in accordance with the grievance procedure.

Section B - Grievance Committees

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union

Grievance Committee.

All Grievance Committee meetings, including the regular monthly meeting, shall be held on the Employer's premises, and at the employee's off time.

The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between parties. This will be done with a prepared agenda at a mutual consent of both parties.

Section C - Processing Grievances During Work Hours

Grievance Committee members may investigate and process grievances during working hours without loss of pay provided permission is granted by the Department Head.

ARTICLE 18 - NO STRIKES - NO LOCKOUTS

No strikes shall be instituted by the Union during the term of this Agreement.

No lockouts of employees shall be instituted by the Employer during the term of the Agreement.

ARTICLE 19 - CONTRACTING AND SUBCONTRACTING OF PUBLIC WORKS

The Employer reserves and shall have the right to contract or subcontract any bargaining unit work, even though the result thereof may be the lay off of an employee or employees in the bargaining unit, subject to the following requirements:

No decision to subcontract unit work may be implemented unless approved by the voters at an Annual Town Meeting.

The Employer agrees to pay each laid off employee a lump sum severance payment equal to the employee's unused sick days on the date of the layoff times eight (8) hours at the employee's hourly rate at the date of the layoff.

ARTICLE 20 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination and Coercion

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, or political affiliation. The Union shall share equally with the Employer the responsibility of applying this provision of the Agreement.

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.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

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

Section B - Union Bulletin Boards

The Employer 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 bulletin boards.

Section C - Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether Local Union Representatives, District Council Representatives, or International Representatives, shall have full and free access to the premises of the Employer at any time during the working hours to conduct Union Business.

Section D - Work Rules

Any new rule or modification of existing work rules shall not be inconsistent with the provisions of this Agreement.

When existing rules are changed or new rules established they shall be posted for three (3) consecutive workdays during a period Monday through Friday before becoming effective.

Employees shall comply with all reasonable work rules. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section E - Uniforms and Protective Clothing

The Employer shall provide a uniform service for each employee consisting of eleven uniform pants, eleven uniform shirts and two uniform jackets. The pants and shirts shall be gray in color and the jackets blue in color.

If an employee is required to wear protective clothing or any type of protective device as

a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

Section F - Management Rights

The rules and policies of the Employer shall not be in conflict with this Agreement. The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement.

Such Management Rights shall include but not be limited to: the operation and management of the Town's Public Works Department; the direction of the working forces; the right to hire; to discharge and discipline for just cause; to change assignments; to promote, suspend, reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved, or changed methods of work or facilities; to contract any work; to establish, change, combine, or eliminate jobs, work, tasks, or positions.

ARTICLE 21 - SEVERABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract, or of any riders hereto, 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 validity, the remainder of this Contract and of any riders 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 enforcement of has been restrained, shall not be affected thereby.

In the event any Article of Section is held invalid or enforcement of or complaint 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 the 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 the Contract to the contrary.

ARTICLE 22 - VEHICLE ASSIGNMENT

The On Call Employee shall have the ability to take home the Town's light duty truck and regulations for use of the same shall be determined by the Town Manager. The Foreman shall have the ability to take home the Highway Department Manager's Truck when he is on vacation or otherwise absent for five or more consecutive work days. Employees who are assigned a vehicle while on call shall live within 15 miles from the

Turner Town line.

ARTICLE 23- EFFECTIVE DATE

The Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2027. In the event the Contract expires prior to a new Agreement being negotiated and agreed, all terms of this Agreement shall continue until a new Agreement is reached.

Signed and agreed to this 17 day of June, 2024

AFSCME, COUNCIL 93
For the Union

John B. B. B.
Paul Boothby
Russell Boy

TOWN OF TURNER
For the Employer

Kut H L L
 Charles Lesser
 Warren Hood
 KX
 SE 7/12

APPENDIX A - WAGES

Section A Hourly Rate

Effective July 1, 2024 through and until June 30, 2027 the following rates shall be in effect: All rates are hourly.

Position	7/1/2024	7/1/2025	7/1/2026
Foreman	\$26.41	\$27.47	\$28.29
Equip Op/Maintenance/Labor	\$24.28	\$25.25	\$26.01
Equip Op/Maintenance/Labor -no CDL	\$23.78	\$24.73	\$25.47

Effective July 1, 2024 increase of \$3.00 across the board. Effective July 1, 2025 a 4.0% increase across the Board. Effective July 1, 2026 a 3.0% increase across the board. Effective July 1, 2024 \$0.50 per hour increase for possession of a Class A CDL license.

Section B Longevity

Longevity Pay: After 4 years of service \$25.00 per week; after 8 years \$50.00 per week; after 12 years \$75.00 per week and after 16 years of service \$100.00 dollars per week. Rates will be based on no break in continuous service.

Section C Boot Allowance

The Town of Turner will reimburse each Public Works employee for the purchase of safety boots for the full amount of purchase, not to exceed \$275.00 annually. Effective July 1 2025, the safety boots allowance will increase to \$300 annually. Effective July 1 2026, the safety boot allowance will increase to \$325 annually. The Town will replace any safety boots which are damaged while the employee was performing his/her work duties upon the authorization of the Public Works Director.

The Town will only reimburse for boot purchases once a year after the anniversary date of the prior purchase.

Any purchase of boots between anniversary dates shall be the employee's responsibility.

APPENDIX B – EMPLOYEE SENIORITY LIST

Russell Roy	Foreman	DOH 01/12/2013
Patrick Pinkham	Equip/Op/Labor	DOH 12/30/2019
Daniel Boothby	Equip/Op/Labor	DOH 05/23/2022