

ORIGINAL

AGREEMENT
BETWEEN
TOWN OF WILTON
AND
AFSCME, COUNCIL 93
FOR THE
PUBLIC WORKS DEPARTMENT
LOCAL 1458-12

From: July 1, 2023
Through: June 30, 2026

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ARTICLE 1
PREAMBLE

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

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees, which include Truck Driver/Laborer, Equipment Operator, Mechanic, Transfer Station Manager/Attendant and Crew Leader within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act. For the purposes of this Agreement, the parties agree that the Public Works Foreman is excluded from the Unit.

ARTICLE 3
CHECK-OFF - DUES

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Employer agrees to deduct the Union's weekly membership dues, and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council #93, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

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, 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. Any present or future regular employee who is not a union member and who does not make application for membership in the union shall sign a non-member waiver form (Appendix A).

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 4
ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours with 24 hours notice to the Employer for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5
CREDIT UNION OR BANK

The Employer agrees to deduct designated amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable Credit Union or Bank each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union or Bank for any deductions for those weeks during which the employees' earnings shall be less than the amount authorized for deduction.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be a controversy, complaint, misunderstanding, or dispute. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner.

Step 1. The aggrieved employee(s) must present the grievance to the steward within ten (10) working days after first knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in a case of violations of the wage provision of this agreement.

The steward or alternate shall take up the grievance with the Department Head. If the steward and the Department Head have not resolved the grievance within five (5) working days after the meeting, the steward shall submit the grievance to the staff representative of Council #93.

Step 2. The Union representative shall then take the matter up with the Town Manager or his/her designee. Within five (5) working days after said meeting the Town Manager shall render a decision of the grievance in writing and forward a copy to all parties involved.

Step 3. In the event the decision of the Town Manager as rendered pursuant to Step 2 hereof is not acceptable to the Union, the Union may within ten (10) working days refer the matter to arbitration.

Section 2. The parties shall select a mutually agreeable and impartial arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Maine Board of Arbitration and Conciliation services or the Labor Relations Connection. The expense of the arbitrator selected or appointed shall be borne equally by the Employer and the Union.

Section 3. The arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this agreement. The arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this agreement which would have accrued to the employee had there been grievance.

ARTICLE 7
UNION ACTIVITIES

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer specifying the length of time off for Union activities. The Employee may choose to use any accrued paid leave during this time off for Union activities. Due consideration shall be given to the number of members affected in order that there shall be no disruptions of Employers operations due to lack of available employees.

Section 2. No Discrimination because of Union Activities

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

Section 3. The Employer agrees to grant up to 8 hours of paid leave per year for an employee designated by the Union to attend Union training classes.

ARTICLE 8
STEWARD

Section 1. The Employer recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information.

1. Have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The Steward or Alternates have no authority to take strike action, or any other action interrupting the Employers' business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the steward and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

Section 3. The Steward or Alternates shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and or weekly overtime.

Section 4. The Steward or Alternates shall be allowed sufficient time off without loss of time or pay, to represent the Union in all negotiations with the Employer concerning collective bargaining.

Article 9
Discharge or Suspension

Section 1. Management shall not discipline any employee without just cause. Management may contend that the severity of some charges warrant immediate suspension or discharge. In all other matters, Management will issue one verbal warning and two written warnings to an employee prior to suspension and/or discharge. In the case of discharge or suspension, Management must immediately verbally notify the employee. Management must, within two business days after the discharge or suspension, confirm said suspension or discharge in writing by sending a copy to the employee, Steward, and Union representative. Said written confirmation of suspension or discharge shall contain the reason(s) such action was taken.

Section 2. Any warning notices shall not remain in effect for a period of more than eighteen (18) months from the date of the occurrence upon which said suspension or warning notice was based.

Section 3. A discharged or suspended employee must advise their Local Union in writing, within five (5) working days after receiving notification of such action against him, of their desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

Section 4. Should it be proven that an injustice has been done a discharged or suspended employee, they shall be fully reinstated in their position and compensated at their usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 6 within ten (10) working days after the above notice of appeal is given to the Employer.

Section 5. The following major infractions, if proven, are reasons for dismissal without prior verbal or written warning:

- A. Theft of Town property,
- B. Destruction of Town property in a willful manner,
- C. Engaging in a physical altercation with a fellow employee or supervisor,
- D. Conviction of a felony,
- E. Conviction of a misdemeanor when the consequences of the conviction negatively impact the employee's ability to perform his/her job which the Employer cannot reasonably accommodate.

- F. Having an alcohol level of or above .04% which may be determined by a breath test if so requested by Department Head or Town Manager.

Section 6. Just cause shall mean:

- A. The employee was adequately warned of the consequences of their conduct, except in cases where the conduct is so serious that the employee is expected to know that it will be punishable.
- B. The Employer's rules or order are reasonably related to efficient and safe operations on the job.
- C. Management conducted a fair and objective investigation prior to administering discipline.
- D. The investigation produced substantial evidence or proof of guilt.
- E. All rules, orders, and penalties were applied evenhandedly and without discrimination.
- F. The penalty is related to the seriousness of the offense and the employees' past record.

ARTICLE 10
PERSONNEL FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department, other municipal officials and the Union.

Upon request, a member shall have the right to inspect their official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Employer. A member shall have the right to have added to their personnel file a written refutation of any material which they considers detrimental.

No written reprimand shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Employer thereafter places the written reprimand in the member's personnel file, they shall also include the reply.

All such reprimands shall be purged after eighteen (18) months.

ARTICLE 11
BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, domestic partner, children and parents.

In the event of death of a brother, sister, parents-in-law, great grandparents, grandparents, grandchildren, step-parents, stepchildren, or foster parents of any employee, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments or to attend funeral services.

In the event of the death of a brother-in-law or sister in law, aunt, uncle, niece or nephew of an employee, the employee shall be granted one day's leave of absence with full pay to attend funeral services.

Additional days shall be granted for out-of-state funerals which shall be deducted from sick leave when reasonably necessary to accommodate the employee's travel needs unless the employee elects to take the day without pay.

Bereavement leave will count as hour(s) worked for the purpose of computing overtime.

ARTICLE 12
LEAVE OF ABSENCE

Any employee desiring leave of absence from employment shall secure written permission from the Employer.

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods by mutual agreement between the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provision shall result in the complete loss of seniority rights for the employees involved. For purposes of this agreement the leave shall be without pay and shall only be granted if there will be a minimal disruption of the employer's work needs.

ARTICLE 13
MILITARY LEAVE AND JURY DUTY

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

Any employee who is conscripted into active service in the Armed Services of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service to cover the first tour of duty.

An employee shall be granted a paid leave of absence any time they are required to report for jury duty or jury service. The employee shall be paid their regular wages for each day of jury service. Whenever the employee is excused from such service on any day prior to 1:00 p.m., the employee shall return to work in order to be eligible for the differential compensation.

ARTICLE 14
MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this agreement, unless specifically agreed to by both parties.

Section 2. Extra Contract Agreements The Employer agrees not to enter into any agreement or contract with employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 15
SEPARABILITY AND SAVINGS CLAUSE

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 16
INJURED ON DUTY

Employees who are covered by this Agreement and who are injured on the job shall, during the period of any temporary absence from employment, have the following options:

1. To receiving their weekly net pay amount exclusive of regularly scheduled overtime pay, provided that the employee assigns his/her weekly workers' compensation insurance benefit to the Town. Absence because of such injuries shall not be charged to accumulated sick leave. Net pay shall include any deductions made by the Town at the employee's request; or

2. Since compensation from worker's comp is tax free, an employee may supplement their worker's compensation with sick leave up to 100% of their net base pay. Such supplement is taxable and the Town shall deduct from such compensation the amount necessary to cover their benefit financial obligations and pay out the residual to the employee.

The Town shall continue to pay its share of insurance and benefits at normal levels for the entire period during the period of an employee's absence from work.

ARTICLE 17 NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

Section 2. The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 18 SANITARY CONDITIONS

The Employer agrees to maintain a washroom having hot and cold running water and with toilet facilities.

ARTICLE 19 DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has corrected the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so that the driver can see same.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operation condition, and receives no consideration from the Employer, they shall take the matter up with the Union who will take the matter up with the Employer.

ARTICLE 20 DUE PROCESS RIGHTS

The Employer agrees to adhere to and follow an Employee's due process rights at the time of disciplinary action or dismissal.

ARTICLE 21
SENIORITY

Section 1. A seniority list, including classification in Public Works shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purpose of this Agreement, shall be a factor in all matters affecting promotion, layoff, recall, vacation preference and shift preference.

Section 2. All new employees shall serve a six (6) month probationary period starting with the employee's first day of employment and will be added to the seniority list at the end of said six (6) month probationary period.

Section 3. In the event it becomes necessary for the Employer to layoff employees, for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. Temporary, seasonal part-time and probationary employees shall be laid off prior to any regular full-time employee being laid off. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Employer shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices and either rejected such notice or returned to employment with the Town with reasonable time and effort. Notice shall be sent to the last known address of the employee by certified mail, return receipt requested.

Section 4. The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and the Steward. Any objections to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Section 5. All job openings and/or vacancies, whether permanent or temporary, shall be posted by the Employer for bid as soon as such opening and/or vacancy becomes available. The job posting shall include job title, hours of work, work location, pay range, and if the job is permanent or temporary. Posting for a temporary position shall include the anticipated duration. The Employer reserves the right to determine when a position may not or will not be filled. If the Employer determines not to immediately post and fill a vacancy, the Union shall be notified, in writing, including when the Employer reasonably anticipates filling the vacancy.

Seniority is defined as continuous service with the department from the date of hire. Seniority shall not be evoked to move from shift to shift if there are no job openings, with the exception of when, employees are displaced by the elimination of jobs through job consolidation, installation of new equipment or machinery, curtailment or replacement of existing facilities or for other reasons shall be permitted to exercise their seniority right to transfer to any other position within the department. All employees transferred as a result shall be given training needed to perform the job to which the employee is transferred at the prevailing wage rates.

Section 6. Seniority shall be a factor in awarding promotions. In the event the qualifications of employees who bid for the position are equal, the employee with the greatest seniority shall be offered the position. If such employee does not avail himself of the position. Then the position shall be offered to the next qualified senior person submitting a bid. In the event there are no qualified applicants, the Town reserves the right to not fill the position or to advertise the position outside the Union, providing there are vacancies within the department.

ARTICLE 22
LIE DETECTOR TEST

The Employer shall not require, request, or suggest that an employee take a polygraph or any other form of lie detector test.

ARTICLE 23
EXAMINATIONS

Section 1. Physical or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time at in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations.

Section 2. The Employer reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final.

Section 3. The Town agrees to pay the cost of Hepatitis B and Tetanus immunizations as a result of the nature of employment within this department.

ARTICLE 24 COMPLAINTS FROM THE PUBLIC

Any complaint from the public which could result in disciplinary action will be either taken in writing from the complaining party or put in writing by the Town Manager and the citizen will be required to make a sworn statement and be advised of the consequences of making a false sworn statement. The complaint shall be furnished to the employee and the Union Shop Steward. A hearing will then be held and the following parties shall have an opportunity to be present: the Town Manager, the Department Head, the employee(s) involved, a representative of Council 93, and the complaining party.

ARTICLE 25 PENSION PLAN

Bargaining unit members may elect to participate in a Section 457 Deferred Income Plan through I.C.M.A or MainePERS Regular Plan AC. Those employees enrolled in another IRA will transfer within 60 days from the date of July 1, 2017 into the ICMARC and the Town will aid in this transition by setting up meetings within work hours for employees to meet with a representative from ICMA.

The Employer shall make the appropriate payroll deduction and forward the contribution to the Employee's account. The Employer shall contribute \$45.00 per week to an Employee's I.C.M.A. Section 457 Deferred Income of any bargaining unit member opting to participate in the Section 457 plan or IRA, following successful completion of his/her probationary period. The Town agrees that it shall continue to make the appropriate contributions to the Maine Retirement System for those bargaining unit members who chose to participate in MainePERS Regular Plan AC, based on the contribution level selected by the Employee.

The Town will only contribute to MPERS or the ICMARC on behalf of an employee. The Town will not contribute to both.

ARTICLE 26 SICK LEAVE

Eligible employees shall be entitled to Eight (8) Hours of sick leave per month to accumulate to a maximum of Eight hundred (800) Hours. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is employed for forty (40) or more hours of actual work. For the purpose of meeting the 40 hour requirement of this Article earned vacation time and sick time shall be considered as hours actual work.

An eligible employee shall be entitled to sick leave pay when, by reason of "non-service-connected" disabling injury or illness, the employee is not able to perform the duties for which the employee is qualified. Sick leave may be used for care of the immediate family, defined as spouse or registered domestic partner, parent, children, legal wards, and stepchildren. In all cases, sick leave shall be charged in minimum increments of one (1) hour. Sick days taken off before and after a holiday without prior approval will result in losing the paid holiday. This includes calling in sick unless a doctor's note is provided. Abuse of sick leave may be cause for disciplinary action.

For Employees hired prior to July 1 2017, Upon retirement, separation from service in good standing, or death, the equivalent of one-third (1/3) of accumulated and unused sick leave shall be paid to the employee, their beneficiary, or their estate, as circumstances warrant. For employees hired after July 1, 2017 there will be no buyout option upon retirement, separation from service in good standing, or death.

Annually, Employees may submit a written request by June 15th to be paid for any amount of unused sick leave they have earned in that fiscal year and that they wish to sell back to the Town. Any amount of unused sick leave they wish not to sell will

remain in their sick bank.

The Town will buy back one-third of unused hours earned in that current year. For example if an employee earns 96 hours a fiscal year and wishes to sell back 36 hours, the town would purchase 12 hours and remove 24 hours from the bank. The remaining 60 hours of unsold time will remain in the employee's sick bank.

Sick leave shall not be counted as hours worked for the purpose of computing overtime.

**ARTICLE 27
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 deleted 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 and Transfer Station; the direction of the workforce; the right to hire; to discharge and discipline for just cause; to change assignments; to promote, suspend, reduce or expand the workforce; 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, unless specifically abridged, modified, or delegated by the provisions of this agreement.

**ARTICLE 28
TRAINING**

The Department shall provide any and all training required for both maintaining and improving certifications necessary for employees to perform their duties within the department. All fees and expenses shall be the sole responsibility of the Employer.

Mileage driven by an employee using their personal vehicle, for the purpose of training sessions or testing for certification shall be reimbursed at the State of Maine published rate (Worker's Comp. rate) per mile.

The employee shall use a Town vehicle to travel to and from any training session or testing certification whenever possible.

**ARTICLE 29
WAGES**

There shall be a 9% across the board increase in wages from July 1, 2023. There shall be a 4% across the board increase in wages from July 1, 2024. There shall be a 4% across the board increase in wages from July 1, 2025.

Employees shall be compensated in accordance with the following wage scale:

| <u>9% Increase</u> | | <u>Additional 15 cents</u> | <u>Additional 20 cents</u> | <u>Additional 25 cents</u> | <u>Additional 30 cents</u> |
|---------------------------------------|-------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Effective July 01, 2023</u> | <u>0-4 years</u> | <u>5-9 years</u> | <u>10-14 years</u> | <u>15-19 years</u> | <u>20 years plus</u> |
| <u>Mechanic</u> | <u>24.49</u> | <u>24.64</u> | <u>24.69</u> | <u>24.74</u> | <u>24.79</u> |
| <u>Equipment Operator</u> | <u>22.49</u> | <u>22.64</u> | <u>22.69</u> | <u>22.74</u> | <u>22.79</u> |
| <u>Driver Laborer</u> | <u>21.44</u> | <u>21.59</u> | <u>21.64</u> | <u>21.69</u> | <u>21.74</u> |
| <u>Transfer Station</u> | <u>21.76</u> | <u>21.91</u> | <u>21.96</u> | <u>22.01</u> | <u>22.06</u> |
| <u>Utility Driver Laborer</u> | <u>21.44</u> | <u>21.59</u> | <u>21.64</u> | <u>21.69</u> | <u>21.74</u> |

Handwritten initials and date: JBL 2/18/25

| <u>4% Increase</u> | | <u>Additional 15 cents</u> | <u>Additional 20 cents</u> | <u>Additional 25 cents</u> | <u>Additional 30 cents</u> |
|--------------------------------|------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <u>Effective July 01, 2024</u> | <u>0-4 years</u> | <u>5-9 years</u> | <u>10-14 years</u> | <u>15-19 years</u> | <u>20 years plus</u> |
| <u>Mechanic</u> | <u>25.47</u> | <u>25.62</u> | <u>25.67</u> | <u>25.72</u> | <u>25.77</u> |
| <u>Equipment Operator</u> | <u>23.39</u> | <u>23.54</u> | <u>23.59</u> | <u>23.64</u> | <u>23.69</u> |
| <u>Driver Laborer</u> | <u>22.30</u> | <u>22.45</u> | <u>22.50</u> | <u>22.55</u> | <u>22.60</u> |
| <u>Transfer Station</u> | <u>22.63</u> | <u>22.78</u> | <u>22.83</u> | <u>22.88</u> | <u>22.93</u> |
| <u>Utility Driver Laborer</u> | <u>22.30</u> | <u>22.45</u> | <u>22.50</u> | <u>22.55</u> | <u>22.60</u> |

| <u>4% Increase</u> | | <u>Additional 15 cents</u> | <u>Additional 20 cents</u> | <u>Additional 25 cents</u> | <u>Additional 30 cents</u> |
|--------------------------------|------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <u>Effective July 01, 2025</u> | <u>0-4 years</u> | <u>5-9 years</u> | <u>10-14 years</u> | <u>15-19 years</u> | <u>20 years plus</u> |
| <u>Mechanic</u> | <u>26.49</u> | <u>26.64</u> | <u>26.69</u> | <u>26.74</u> | <u>26.79</u> |
| <u>Equipment Operator</u> | <u>24.32</u> | <u>24.47</u> | <u>24.52</u> | <u>24.57</u> | <u>24.62</u> |
| <u>Driver Laborer</u> | <u>23.19</u> | <u>23.34</u> | <u>23.39</u> | <u>23.44</u> | <u>23.49</u> |
| <u>Transfer Station</u> | <u>23.53</u> | <u>23.68</u> | <u>23.73</u> | <u>23.78</u> | <u>23.83</u> |
| <u>Utility Driver Laborer</u> | <u>23.19</u> | <u>23.34</u> | <u>23.39</u> | <u>23.44</u> | <u>23.49</u> |

The Crew Leader shall receive a differential of fifty cents (\$.50) per hour in addition to his regular hourly rate for all hours worked during the sixty (60) day evaluation period. Thereafter, the Crew Leader shall receive a differential of one dollar (\$1.00) per hour in addition to his regular hourly rate shall receive a differential to their regular hourly rate for all hours worked, The differential is to be paid for all approved leave,

The parties agree the position of Crew Leader shall not be responsible for duties reserved for management. Further, the parties created and agreed upon the Crew Leader job description.

Call In Pay. Any employee recalled to duty after completion of a regular shift shall receive a minimum of *three-(3) hour's* pay. Response time for a call out shall normally be thirty (30) minutes, and no more than forty-five (45) minutes, except in cases of extreme weather conditions. If an employee is called back within 2 hours of being released then the time between their release and the time they are called back shall be considered as continuous paid time.

On Call Pay. Any employee required to be on call from 7:00 AM Monday to 7:00 AM the following Monday shall receive a minimum of seven (7) hours' pay. The Town will provide pagers for those on call.

Longevity Pay. The Employer shall pay an additional fifteen cents (\$.15) per hour added to the normal hourly wage of each Employee who has accumulated five (5) years of employment with the Town in the Public Works Department, and an additional twenty cents (\$.20) per hour added to the normal hourly wage of each employee who has accumulated ten (10) years of employment with the Town in the Public Works Department. The Employer shall pay an additional twenty-five cents (\$.25) per hour added to the normal hourly wage of each employee who has accumulated fifteen (15) years of employment with the Town in the Public Works Department, and an additional thirty cents (\$.30) per hour added to the normal hourly wage of each employee who has accumulated twenty (20) years of employment with the Town in the Public Works Department.

*APL
a/12/23*

ARTICLE 30
WORK SCHEDULE

All bargaining unit employees in the department shall work the following schedule:

Highway Department:

Summer: April 1 - November 30

Monday – Thursday 6:30 AM - 5:00 PM 10 hours per day 40 hours per week
At Management’s discretion, Employees may be allowed to leave at 4:45 PM on Thursdays.

Winter: December 1 – March 31

Monday - Friday 6:30 AM – 3:00 PM 8 hours per day 40 hours week

During the Winter Schedule if a full work crew is not necessary, employees may have the option to work fewer hours with the approval of Management or his/her designee. The option shall be entirely voluntary and shall not exceed five (5) hours per week, per employee.

During the winter season: When an employee is required to work extended hours during winter storms, at management discretion for health and safety reasons, within 24 hours of the storm completion, employees may be allowed to leave work early to rest, providing all necessary work has been completed. Employees will be allowed to use sick time, vacation time or compensatory time to offset hours not physically worked, but these hours will be counted as hours work for the purpose for overtime (without losing overtime). The intent is to prevent loss of overtime while ensuring safety of the employees.

Transfer Station:

The hours at the Transfer Station will consist of forty (40) hours per week as either five (5) eight-hour days or staggered four (4) ten hour days by agreement between the parties when change is required. Overtime shall be paid at a rate of one and one half times the normal hourly wage for all hours worked beyond forty hours in any given pay period.

On-Call: Employees in the Highway Department shall be placed “On-Call” on a rotating basis from November 15th to March 31st. The Employer and the Union shall establish the on-call list taking into consideration the employer’s needs and the employees’ seniority. The On-Call list shall be published and posted in order. Each week, beginning on Monday, one (1) employee will be assigned to be On-Call, initially beginning with the senior employee and moving down the list. The rotation will be continuous.

When weather conditions warrant an additional employee to be called out, the next employee on the list shall be called if they decline then the next person on the list shall be called. This “call out” shall not be considered his/her week of On-Call duty.

Rotation for Transfer Station Work: Employees in the Highway Department shall be placed on a rotating list basis to cover for Transfer Station work. The Employer and the Union shall establish the rotating list annually. The Rotation list shall be published and posted. Employees may swap with another employee to fill the position if they are unable to fill in on the assigned week. The rotation will be continuous. The Town will offer the full-time highway department employees the opportunity to work at the Transfer Station on weekends using a rotating list. If no full-time highway department employees accept the offer than the Employer has the option to utilize a part time employee. If no part-time employee is available, then the employee assigned to the weekend will be required to work.

The employee is allowed to take overtime pay or use overtime as compensatory time, no more than 80 hours of compensatory time can be accrued, to be used anytime with twenty-four (24) hour notice to the foreman for approval. Said twenty-four (24) hour notice may be waived due to unforeseen circumstances. Compensatory time shall not be counted as hours worked for the purpose of computing overtime.

Any change in the work week schedule of the Public Works Department must be mutually agreed upon by the Town and the Union.

ARTICLE 31

WORKFARE

The Employer may not use welfare to work participants in any of its workplaces so long as any bargaining unit member or former bargaining unit member is on layoff, furlough, or a reduced work schedule.

If the employer determines to use welfare to work participants to supplement the existing work force it agrees to maintain at least the same number of full time and the same number of part-time employees employed in the bargaining unit prior to using the welfare, food stamps, or other recipients of public assistance in the workplace. The employer shall not in any way displace an employee or position, including partial displacement such as a reduction in hours, wages, or employment benefits, nor shall promotional opportunities be limited as a result of the use by the employer of a participant in a public assistance program.

The employer may not impose a "hiring freeze" or other policy or practice which results in undue delay in filling vacant bargaining unit positions so long as the employer elects to use welfare to work participants in any of its workplaces.

ARTICLE 32
HOLIDAYS

Section 1. The following days shall be observed as holidays by all regular employees in the bargaining unit.

- | | |
|------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Day before Christmas |
| Labor Day | Christmas |
| Martin Luther King Day | Columbus Day |
| Veteran's Day | President's Day |
| Juneteenth | |

Section 2. All employees shall be granted holiday days off and shall receive pay for said holidays at the regular hourly rate of pay.

Section 3. Work performed on holidays shall be paid at time and one half (1 1/2) the hourly rate of pay in addition to holiday pay.

Section 4. The Board of Selectpersons shall determine whether additional holidays shall be granted to Town Employees.

Section 5. For an employee to be eligible for holiday pay, he/she must have been employed and worked for a period of at least thirty (30) days prior to the holiday and have worked the day before and the day after any paid holiday if scheduled, unless previously arranged with management.

Holiday leave will count as hours worked for the purpose of computing overtime.

ARTICLE 33
UNIFORMS

The employer shall provide to each Public Works employee \$400 (taxable) clothing allowance each year, payable upon submission of receipt(s) of purchase(s). The Mechanic may receive up to an additional \$100. The Town will reimburse up to \$250.00 per year upon presentation of receipts of an ANSI compliant Safety-Toed boot purchase.

Clothing allowance for new employees shall be prorated on a monthly basis.

ARTICLE 34
VACATIONS

All regular employees shall be entitled to vacation time off with pay as follows:

- | | |
|-------------|---|
| One Week | As of the first anniversary date of hire. |
| Two Weeks | As of the third anniversary date of hire. |
| Three Weeks | As of the eighth anniversary date of hire. |
| Four Weeks | As of the fifteenth anniversary date of hire. |



Handwritten signature and date: 1/15/23

Entitlement to choice of vacation weeks shall be determined by seniority.

If a holiday occurs during a scheduled week of vacation, the employee may choose either an additional day off with pay or an additional day's pay for that holiday.

If an employee is granted vacation time when the winter schedule is in effect, the employee must be available to be recalled to work if needed. If an employee is recalled into work from a granted vacation, the employee shall be paid time and one half their hourly rate of pay for all hours worked for the day they were scheduled for a vacation day.

Vacation time shall be taken in minimum increments of one hour up to a maximum of five single days per year and maximum increments of two weeks. An employee may carry over a maximum of one week's vacation from one calendar year to the next.

Upon separation from employment an employee shall receive payment for any unused vacation prorated to the employee's last day of work, plus all vacation hours carried over from the previous year.

Vacation hours will not count as hour worked for the purpose of computing overtime

ARTICLE 35
HEALTH INSURANCE

Section 1. Employee Health Insurance

The Town of Wilton shall pay the amounts as stated herein to Northern New England Benefit Trust on behalf of each employee covered within the terms of the bargaining agreement. Northern New England Benefit Trust shall then provide a health benefit referred to as Schedule A inclusive of Vision, Dental, and Prescription Benefits, the levels of which are subject to change as determined by the Trustees of said fund.

Employer agrees that its agreement hereunder shall constitute all obligations for the sums herein provided directly to NNEBT, and further that employer will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

Section 2. Employee portion of coverage cost:

| | |
|----------------------|-----|
| Single | 15% |
| Employee with spouse | 20% |
| Employee with Family | 20% |

The Town agrees to provide payments on a pre-tax basis through a Section 125, for amounts paid by employees toward health insurance.

The Town agrees to pay 50% of the annual town share of single coverage to any employee who provides proof of coverage with another provider. This will be paid weekly as a stipend or can be placed in a Health Reimbursement Plan. Proof of insurance must be submitted annually.

Section 3. Income Protection: The Employer shall offer an income protection plan to all employees in the bargaining unit. For all Employees who elect a level of coverage for the income protection plan, the Employer shall pay the monthly premiums equal to the first \$600 dollars. Employees shall contribute, through weekly payroll deduction, the additional premiums based on the level of coverage selected. Employees may elect any level of additional coverage at their own expense.

Section 4. Life Insurance: Life Insurance shall be provided through the NNEBT insurance.

ARTICLE 36
SAFETY BREAKS

During a weather event or an emergency situation, bargaining unit employees who have been working for sixteen (16) consecutive hours shall be allowed a two (2) hour safety break. If the employee remains on the Town property the break shall be considered as paid time. If the employee leaves Town property, the break shall be considered as unpaid time.

ARTICLE 37
COMMUNICATIONS

Certain employees utilize their personal devices on a regular basis as a tool of communications and documentation. The Crew Leader, Equipment Operator, and Mechanic shall receive a stipend of ten dollars (\$10) per month to help defray their personal device expense.

ARTICLE 38
DURATION OF AGREEMENT

Section 1. This Agreement shall be binding and effective as of July 1, 2023 and it shall remain in full force and effect until June 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the course of negotiations.

Section 2. In the event of an inadvertent failure by either party to give the notice set forth in Section of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

In witness whereof, the parties hereto have set their hands and seals this ____ day of September, 2023.


Council #93, AFSCME


INHABITANTS OF THE TOWN OF WILTON

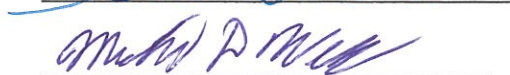
By: Its Board of Selectpersons

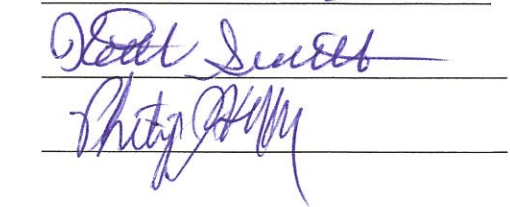



Steven Lyons, Field Services Director











Corey Hutchinson, Unit Chair Local 1458-12


ADJ
"10/22"

Appendix A

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

6 Rockwood Drive • Manchester, ME 04351 • Phone: (207) 622-6191

Website: www.afscme93.org

Membership Rejection Statement

I hereby decline membership in AFSCME Council 93, Local 1458 I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

| | | |
|----------------------|---|--|
| Attorney | - | \$250.00/hour plus expenses |
| Staff Representative | - | \$125.00/hour plus expenses |
| Research Fees | - | \$100.00/hour plus expenses |
| Support Services | - | \$75.00/hour |
| Arbitration | - | <u>All</u> costs incurred in arbitration |

including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____

Date: _____

**This fee schedule is subject to review and change at anytime*

APK
7/18/23