

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**TOWN OF MACHIAS**

**AND**

**TEAMSTERS LOCAL 340**

**EFFECTIVE DATE**

**JULY 1, 2022**

**EXPIRATION DATE**

**JUNE 30, 2025**

## **Union Contract**

### **ARTICLE -1- PREAMBLE**

Pursuant to the provisions of Chapter 9A, Revised Statutes Annotated of Maine, Title 26, and all later revisions as enacted by the Maine legislature, entitled "*An Act Establishing the Municipal Public Employees Labor Relations Law*", the parties hereto have entered into an Agreement in order to establish mutual rights, promote proper employee morale and preserve effective and efficient operations.

### **ARTICLE -2 - UNION RECOGNITION**

The Town of Machias, hereinafter referred to as the employer, recognizes Teamsters Union, Local No. 340, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for the purposes of negotiating hours, wages, and other conditions of employment for all eligible fulltime employees within the bargaining unit: Driver/Dispatchers of the Fire Department and Public Works Laborers.

The Employer agrees not to enter into any agreement or contract with its employees, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be considered to be null and void.

### **ARTICLE -3- UNION SECURITY AND CHECK-OFF**

#### *A. Union Security*

Employees who join the union must pay their costs.

#### *B. Check-off Authorization*

Section 1: The Employer shall deduct the Union's regular monthly dues and fees (including agency fees or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall continue thereafter if an Agreement exists between the Employer and the Union unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his/her desire to revoke his/her authorization for check-off.

Section 2: The Employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the

Employer shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3: Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deducting for regular dues or fees.

Section 4: The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

Section 5: The Employer agrees to provide payroll deductions for the MMEHT Disability Program and a Credit Union.

#### **ARTICLE -4- ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours with the prior approval of the Town Manager or his/her designee for purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

#### **ARTICLE -5- STEWARDS**

Section 1: The Employer recognizes the right of the Union to designate a Steward. and an Alternate. The authority of Stewards 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 collection of dues when authorized by the appropriate Local Union action.
- C. 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 have been reduced to writing.

Section 2: Stewards or Alternates shall be permitted to investigate, present and process grievances on or off the property of the Employer outside of normal working time. Time spent conferring with the Employer or investigating a grievance with the approval of the Employer will be without loss of pay, provided that the Steward or Alternate is normally scheduled to work during that period of time.

Section 3: Stewards or Alternates will not be compensated for any efforts expended in the investigation, presentation, and processing of grievances outside of normal working time; furthermore, it is expressly understood that any such activities to be performed during normal working hours may be pursued only upon receipt of written approval from the Town Manager prior to the conduct of those activities.

#### **ARTICLE -6- SEVERABILITY AND SAVINGS CLAUSE**

If any article or section of this Agreement or of any supplements or riders thereto shall 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 shall be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement and/or any such supplements or riders thereto, or the application of such article or section to such 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.

If any article or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period or invalidity or restraint. There shall be no limitations of time for such written notice.

#### **ARTICLE -7- MANAGEMENT RIGHTS**

The Employer retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement. The Employer shall have the freedom of action to discharge its responsibility for the successful operation of its mission in a manner to include, but not to be limited to, the following: The right to hire, the right to hire part-time and temporary employees, the right to promote, the right to discipline and discharge for just cause, the right to lay-off for lack of work or other legitimate reasons, the right to reduce the number of hours of operation, the right to assign work to employees, the right to investigate motor vehicle driving records for all employees holding positions which require the operation of any municipal motor vehicles and/or heavy equipment, and the right to classify jobs.

The Union recognizes the right of the Employer to adopt reasonable work rules and policies that are not inconsistent with the terms and provisions of this Agreement. Said work rules and policies shall be posted prominently on departmental bulletin boards.

The Employer retains the right to eliminate, combine and re-combine positions of employment, and to deliver municipal services in a more effective manner. Except when changes are required to be negotiated by law such as: wages, hours, and working conditions.

## **ARTICLE -8- 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 and other municipal officials.

On request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the Employer. The member shall have the right to have added to his personnel file a written repudiation of any material, which he 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 desired. If the Employer thereafter places the written reprimand in the members personnel file, he shall also provide the reply.

The Employee shall have the right to have placed in his/her personnel file any award, commendation, or letter of appreciation received from any one other than the Employer. Said items must first be approved by the Town Manager and must be related to the Employee's work with the Employer.

## **ARTICLE -9- HOURS AND OVERTIME**

### *A. Work Week*

The regular workweek shall be as follows:

Public Works	40 hours
Driver / Dispatchers	48 hours on / 48 hours off
	72/96-84 hour per week average
	minus sleep hours as per the attached
	Appendix A (wage Scale)

### *B. Overtime*

For all employees listed in Paragraph A, above, all hours worked in excess of the normally scheduled work week, shall be paid at the rate of one and one-half (1 and

1/2) times the base hourly rate. Driver / Dispatcher' overtime will be paid for the first eight (8) hours over the regular forty (40) hours in accordance with the State of Maine Labor Laws. For the purpose of this section, "hours worked" shall be defined as hours actually worked and paid for (Sick Leave, Holidays and Vacation time shall not be used in the calculation of overtime pay). All vacant shifts will be offered to reserve or part-time employees first and then any remaining shifts shall be offered to full-time employees on a seniority basis. At no time shall any employee work over 24 hours of overtime in a pay period without advanced written permission of the Town Manager.

*C. Work Schedule*

It is agreed that modifications of the work schedules may be made when, in the opinion of the Town Manager, an operational need or emergency exists which requires said modifications. Said modifications of the schedule are to be discussed with the affected employees.

Nothing in this section will prohibit the Employees and the Employer from mutually agreeing to change a working schedule to determine if a new schedule would benefit both the Employer and the Employee. Such changes must be approved in writing by the Town Manager prior to the permanent schedule change. Permanent schedule changes shall be negotiated as required by law.

*D. Call In*

Employees will accept call-in assignments for emergency situations as designated by the Town Manager or the Town Manager's Designee. Any employee called to work outside of his/her regular shift shall receive a minimum call in of two (2) hours at time and one-half, and if over two (2) hours shall be compensated for hours spent at the rate of one and one-half times the hourly rate; however, this section shall not apply to any call-ins whereby that time will be annexed consecutively to either end of the employee's normal work shift. Also, this section shall not apply to any scheduled overtime.

No employee shall be required to be on stand-by so as to be available for call in to work for the Employer.

## **ARTICLE -10- WAGES**

Employees included within the bargaining unit shall be paid compensation for work performed in accordance with Exhibit A attached hereto. Wages shall be paid to employees either weekly, or bi-weekly.

Longevity: When an employee has worked (fulltime) for the Employer for (a continuous period) of eight (8) years, that employee shall receive a thirty-five cents (\$.35) per hour longevity raise added to his/her base hourly rate. With each additional four (4) years that the employee works for the employer, that employee shall receive an additional thirty-five (\$.35) per hour longevity raise added to his/her base hourly rate.

New employees who transfer from another agency in the same or similar career may be credited with additional years of employment experience, up to a maximum of five (5) years for the purpose of entry wages and benefits.

## **ARTICLE -11-VACATION**

### *A. Eligibility*

Vacation privileges are available only to full-time employees. For the purpose of this section, a "full-time employee" shall be defined as any employee whose workweek encompasses a regular schedule of work of not less than thirty-five (35) hours worked.

A full-time employee, working on a twelve (12) month basis, will earn paid vacation time, based upon continuous service, as stipulated within this article. If the employee works less than twelve (12) months per year, vacation time earned will be pro-rated.

Employees on their six (6) month probationary status will earn vacation time as stipulated within this article; however, the employee must complete his/her probationary period before vacation leave will be granted.

### *B. Term of Service, Defined*

For the purpose of this Agreement, "continuous years of service" shall be defined as the number of consecutive years of uninterrupted service worked by the employee in the service of the Employer. The Employer may grant an authorized leave of absence and may on a case-by-case basis, if it chooses to do so, provide that the leave of absence will not constitute a break in service. In any event, no time spent

on a leave of absence will accrue toward the employee's "continuous years of service".

*C. Benefit Accrual*

- During the employee's first year of employment with the Employer, the employee will accrue eight (8) workdays of vacation time.
- During each year of the employee's second (2nd) year through and including his/her seventh (7th) year of employment with the Employer, the employee will accrue twelve (12) workdays of vacation time per year.
- During each year of the employee's eighth (8th) year through and including his/her fourteenth (14th) year of employment with the Employer, the employee will accrue fifteen (15) workdays of vacation time per year.
- During the employee's fifteenth (15th) year, and all subsequent years of employment with the Employer, the employee will accrue twenty (20) workdays of vacation time per year.

<u>Continuous year of service</u>	<u>work days/year</u>
1st year	8
2nd through 7th years of service	12
8th through 14th years of service	15
15th year of service and over	20

The employee will not accrue monthly vacation time if he/she takes an unpaid leave of absence, suffers a long-term disability, suffers a work-related injury which necessitates a worker's compensation absence of more than three (3) months, is laid off, or becomes separated from employment with the Employer. After a three (3) month or ninety (90) day absence (whichever is less) an employee must work a minimum of ninety (90) hours per month to be eligible to earn vacation, sick, or holiday time. Such benefit time will be prorated in accordance with the number of hours actually worked.

*D. Benefit Utilization*

Section 1: Written vacation requests shall be granted at such time or times as shall be mutually agreeable to the employee and the Town Manager or the Town Manager's Designee, except that vacation shall not disrupt departmental operations. Due consideration shall be given to an employee's seniority in regard to scheduling vacations.

Section 2: Vacation time will be deducted in accordance with the actual time used.



Section 3: An employee shall not be allowed to work, and to be paid in excess of his/her normal hourly wage, during his/her vacation period, unless approved, in advance and in writing, by the Town Manager or the Town Manager's Designee.

Section 4: All employees will be responsible to submit annual vacation requests to the Employer no later than April 1st of each year. Employees will be allowed to request vacation leave in blocks of not more than two (2) weeks. All requests submitted by that date will be awarded on a seniority basis as follows:

\*the employee with the greatest seniority will be awarded his/her first vacation block, the employee with the next greatest will be awarded his/her first vacation block, and so forth until all departmental employees have been awarded their first vacation block. The process will commence again with the employee with the greatest seniority being awarded his/her second vacation block, the employee with the next greatest seniority being awarded his/her second vacation block and so forth until all departmental employees have been awarded their second vacation blocks.

\*the process will continue as described above until all employee requests submitted on, or before, April 1st have been awarded. All vacation requests submitted after April 1st will be awarded on a first come/first-served basis, with the provision that all vacation requests must be submitted with a minimum of a two-week notice of intent to utilize the benefit.

#### *E. Benefit Accumulation*

An employee may carry forward up to one-half (1/2) of a year's vacation time. For the purposes of this section the term year will refer to the fiscal year of the town, July 1 to June 30, but in no case be carried for more than one (1) year. If the employee has more than fifteen (15) years of service with the Employer, vacation time up to a total of thirty (30) workdays may be carried forward from one year to the next. If, because of the requirements of the Employer, an employee is not permitted to take vacation, the employee will not lose said vacation time; however, under such a circumstance, the employee will be required to utilize said time during the ensuing year.

#### *F. Benefit Inspection*

The employee may inspect his/her vacation accumulation records at any time at the town office during regular office hours. If a comparison of records of the employee and the Employer indicate a discrepancy, the employee may petition, in writing, for a review of the records by the Employer within thirty (30) days of the commencement of the new fiscal year. Once that thirty (30) days period has expired, the records of the Town shall be considered to be valid.

### *G. Separation of Employment*

If the employee becomes separated from the employ of the Employer, he/she will be paid for accumulated, unused vacation time in addition to any wages he/she has earned at the time of separation.

## **ARTICLE -12- HOLIDAYS**

### Section 1:

All full-time employees shall be granted the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Thanksgiving-Friday
Juneteenth	Independence Day
Christmas Day	

Should it be necessary for an employee to work during any holiday, except for the Fourth of July, Labor Day, Thanksgiving, and Christmas, that employee will be paid straight time for the hours worked. Essential personnel required to work on one of the following (4) Super Holidays, (Fourth of July, Labor Day, Thanksgiving and Christmas), shall paid one-and-one-half times their regular hourly rate for their actual hours worked and shall be additionally compensated according to Article XIII of this agreement.

### *Special Cases:*

For all non-essential personnel, when a regular holiday falls on a Saturday, the preceding Friday is considered a holiday: when a regular holiday falls on a Sunday, the following Monday is considered a holiday. Essential personnel shall be paid for a holiday in accordance to the actual calendar date of the holiday.

Should a holiday fall within a vacation period, the employee will be paid for the holiday at straight time and no charge will be made against accrued vacation or sick leave.

An employee will not receive holiday pay if:

1. The employee is on leave of absence without pay, or lay-off; or
2. The employee has taken an unauthorized leave on either the work day before or the workday after the holiday.

After a three (3) month or ninety (90) day absence (whichever is less) an employee must work a minimum of ninety (90) hours per month to be eligible to earn vacation,

sick, or holiday time. Such benefit time will be prorated in accordance with the number of hours actually worked. See section 6.C. Benefit Accrual.

### **ARTICLE -13- COMPENSATORY TIME**

#### *A. Compensatory Time – Holidays*

In addition to the compensation paid for work performed on one of the (4) super holidays (as delineated in Article XII, above), employees who work one of the following holidays, (Fourth of July, Labor Day, Thanksgiving, and Christmas), will earn compensatory time on an hour-for-hour basis. Compensatory time will be taken within the same fiscal year and may only be extended for 30 days by the Town Manager to meet operational needs of the Town.

#### *B. Compensatory Time – Earned*

In lieu of receiving approved (overtime) compensation at the rate of one-and-one-half times their regular hourly rate, employees may earn compensatory time at the rate of one-and-one-half hour for every hour worked. Earned compensatory time may be accrued to a maximum of five (5) workdays, and may be taken only with the written approval of the Town Manager and Department Head. Such request shall not be unreasonably denied. The employee will exercise discretion as to whether overtime will be paid or compensatory time will be earned up until the five (5) work day maximum accrual has been reached, at which time all overtime will be paid in the form of wages.

### **ARTICLE -14- SICK LEAVE**

#### *A. Eligibility*

Sick leave benefits will be available to full time employees. For the purpose of this section, a “full-time employee” shall be defined as any employee whose workweek encompasses a regular schedule of work of not less than thirty-five (35) hours worked per week.

Employees on their six (6) month probationary status will earn sick leave as stipulated within this article; however, the employee must complete his/her probationary period before sick leave will be granted.

#### *B. Benefit Accrual*

Sick Time benefits are available only to full-time employees. A full-time employee will accumulate one (1) day of sick leave for each month of continuous service.

The employee will not accrue monthly sick leave if he/she takes an unpaid leave of absence, suffers a long-term disability, suffers a work-related injury which necessitates a worker's compensation absence of more than three (3) months, is laid off, or becomes separated from employment with the Employer. After a three (3) month or ninety (90) day absence (whichever is less) an employee must work a minimum of ninety (90) hours per month to be eligible to earn vacation, sick, or holiday time. Such benefit time will be prorated in accordance with the number of hours actually worked.

### *C. Benefit Utilization*

Section 1: The Town Manager, after Three (3) days of continuous sick leave usage may require a doctor's certificate, at the employee's expense, prior to return to work.

Section :2 Time off for routine appointments for health maintenance care with a physician or dentist will be charged to accumulated sick leave with the prior consent of the employee's supervisor provided it is not possible for the employee to schedule the appointment on his/her own time.

Section :3 Sick leave benefits may be utilized only in the following cases:

- a. personal illness or physical incapacity of such degree so as to render the employee unable to perform his/her duties;
- b. attendance upon the infirmity of a member of the employee's household when their illness requires care by said employee (not to exceed six [6] days within one [1] calendar year); or
- c. to supplement bereavement leave as delineated in Article 15 Section 1

### *D. Benefit Accumulation*

Employees may accumulate a maximum of ninety (90) days of sick leave.

### *E. Benefit Inspection*

The employee may inspect his/her sick leave accumulation records at any time at the town office during regular office hours. If a comparison of records of the employee and the Employer indicate a discrepancy, the employee may petition for a review of the records by the Employer within thirty (30) days of the commencement of the new fiscal year. Once that thirty (30) days period has expired, the records of the Town shall be considered to be valid.

### *F. Separation of Employment*

If a full-time employee becomes separated from the employ of the Employer due to layoff or retirement, he/she will be compensated for unused sick leave, to a

maximum of sixty (60) days pay, to be calculated as follows: for every year of continuous service with the Employer the employee will receive payment for 10% of his/her unused sick leave accrual (for example, an employee who has worked for the Employer for six continuous years and who has accumulated fifty unused sick days would receive 30 days pay upon separation of employment ( $0.10 \times 6 \times 50$ ). An employee who resigns from employment with the Employer must have at least seven (7) years of service to qualify for the above payment. Employees who are discharged from their employment for cause shall not be eligible for the above payment.

*G. Personal Illness or Temporary Disability*

It is the primary purpose of this section to protect the employee's family against loss of income in the event of an employee's inability to work due to illness or temporary disability - including that resulting from pregnancy, complications from pregnancy, and childbirth. It is important that all absences due to personal illness be reported to the employee's immediate supervisor at the commencement of the work shift to be missed. If an employee is absent from work on sick leave, the employee shall be required by the Town Manager to present proof of illness.

The employee may be allowed by the Town Manager to use earned accumulated vacation time if he/she is still unable to return to his/her position or a comparable job, after his/her sick leave is depleted.

A full-time employee may be granted up to six (6) months unpaid leave of absence if the employee is still physically unable to return to his/her position or a comparable job, if available, after having exhausted all accumulated sick leave. The employee will retain his/her seniority. Health insurance coverage may be continued by the employee's payment of the normal premium amount. In no case will the employment of the employee continue after six (6) months of absence due to illness.

Both additional and extended leave periods for personal illness are subject to approval of the employee's supervisor, the Town Manager and the Board of Selectmen. A statement must accompany requests for said sick leave from the employee's physician. This statement must be validated every thirty (30) days if the leave is to be continued.

An Employee who is injured while working may be reassigned to a temporary job that meets with the work restrictions that the Employee's doctor have deemed appropriate. During this time the Employee may be assigned to a department other than the Employee's regular department or to an alternate job.

The Employee may be reassigned for a period of fifteen (15) working days to alternate duty due to injury or illness. The Employer is not obligated to a period

beyond fifteen (15) working days. The Employer must have work that the Employee can reasonable do; but the Employer is under no obligation to create work for the Employee.

Nothing in this section will impede agreements for the Employee, the Employer and the Employer's Worker's Compensation Company from making whatever agreements that are deemed appropriate.

#### *H. Abuse of Sick Leave*

Willful abuse of sick leave privilege shall be cause for discipline up to, and including, dismissal. The Town Manager will review all sick leave records periodically and shall investigate any cases, which indicate abuse of the privilege.

#### *I. Donation of Time*

Employees may donate accumulated vacation time or compensatory time on a voluntary basis, to any town employee in need of additional sick time due to a long-term illness. Donated time shall be calculated as a day for a day and not be assigned according to monetary value.

### **ARTICLE -15- BEREAVEMENT LEAVE**

#### *A. Immediate Family*

A full-time employee will be paid the amount he/she would have received had he/she worked as scheduled for up to five (5) consecutive days of absence on the occasion of the death in the immediate family of the employee. For the purpose of this section, immediate family is defined as: father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, any person who has had parental responsibility for the employee in lieu of the natural parents, and those for whom the employee has had parental responsibility in lieu of natural parents. In the event of the death of an employee's spouse or child, an employee may use two (2) days sick leave in addition to regular bereavement leave.

#### *B. Other Family*

A full-time employee will be paid the amount he/she would have received had he/she worked as scheduled for one (1) day of absence on the occasion of the death of a family member other than those defined above as immediate family, to include cousin, aunt/uncle, niece/nephew, brother-in-law/sister-in-law.

### **ARTICLE -16- WITNESS/JURY DUTY**

#### *A. Witness*

If a full-time employee is called to fulfill his/her civic responsibility as a witness, he/she may be granted leave of absence for that period of time involved. The Town

will pay the employee the difference between his/her witness pay, exclusive of travel, and his/her normal pay for a period not to exceed two (2) weeks.

Should an employee be subpoenaed as a witness resulting from activities affiliated with a job other than his/her employment with the Town of Machias, the employee will not be eligible for town pay during his/her absence.

#### *B. Juror*

As a full-time employee called to fulfill his/her civic responsibility as a juror, an employee will be granted leave of absence for that period of time involved. The employee will receive his/her normal pay for the first two (2) weeks of jury duty; exclusive of travel, and the employee's normal pay upon presentation of an official statement as to jury duty received. Employees excused from jury duty must report back to work during normal working hours.

### **ARTICLE -17- INSURANCES**

#### *A. Health Insurance*

The Employer agrees to provide health insurance to its employees and will pay the cost of the single employee coverage for Comp Plan-Point of Service Plan. Employees desiring regular Comp Plan coverage will pay the differential between the Comp Plan-Point of Service and regular Comp Plan rates. Employees may, at their expense, add dependent/family coverage. If the employee is eligible for dependent/family coverage, the Employer agrees to pay an amount equal to the cost of single employee coverage for the Comp Plan-Point of Service plan plus sixty (60%) percent of the cost of the difference between single employee and dependent/full family coverage for the Comp Plan- Point of Service plan. Those employees desiring to remain on the regular Comp Plan coverage will pay any cost in excess of those the Employer would pay if the Comp Plan-Point of Service plan had been selected. Employees will be eligible to receive health insurance coverage after sixty (60) days of employment with the Employer, and coverage will cease thirty (30) days after the first of the month after employment ceases. The Town reserves the right to change the provided plan as necessary after a cost comparison and discussion with the union members.

The Employer will continue to offer one thousand five hundred dollars (\$1,500) annually as a stipend to eligible employees who do not participate in the Employer's health insurance program. Stipends are on an annual basis and do not become part of the employee's base wages. Stipends are subject to all applicable federal and state taxes. Employees who qualify for the stipend by dropping the Employer's health insurance must provide written certification that they, and if applicable, their dependents have other comparable health insurance coverage. Stipends will not be

implemented until verification of insurance is provided. The stipend will be prorated and paid on a weekly basis in the Employee's regular pay.

*B. Worker's Compensation Insurance*

The Employer agrees to provide worker's compensation insurance for all employees, as is required by state statute. For purposes of worker's compensation claims, the employee must notify his supervisor within twenty-four (24) hours from the time of the original injury. Injury notification shall be followed by a written report within seventy-two (72) hours from the time of original injury if the employee is not incapacitated.

C. The Employer will establish an IRS Section 125 Plan that allows for employees to make payroll deductions in pretax dollars for the employee's contributions to medical insurance and other related benefits.

D. The Employer agrees to contribute up to \$50.00 per pair for prescription safety glasses for employees required to wear them in the safe performance of their work. Stipends will not be implemented until verification of purchase is provided.

**ARTICLE -18- PENSION PLAN**

*A. Plan Availability*

The Employer offers the Deferred Compensation 457 Plan as provided by the International City Managers Association Retirement Corporation.

*B. Plan Contribution*

The Employer agrees to match the employees' contribution to any Retirement Plan that has been accepted and approved by the Board of Selectmen, utilizing the following schedule: During the first five (5) years of employment, the Employer will match dollar for dollar up to a 6% maximum contribution; from six (6) to ten (10) years of employment, the Employer will match dollar for dollar up to 8% maximum contribution; from eleven (11) to fifteen (15) years of service, the Employer will match dollar for dollar up to 9% maximum contribution; and for sixteen (16) years of service and over, the Employer will match dollar for dollar up to 10% maximum contribution. The above percentages to be percentages of the Employee's gross pay. The Employer's contribution will become the employee's providing the employee completes one (1) years of continuous service with the Employer.

*C. Benefit Utilization*

Employees will be responsible to notify the Employer of their intention to access their benefits under the terms of this Article for the subsequent fiscal year no later than March first (1st) of the current fiscal year, or the employee shall forfeit their



right to the Employer's Match Share of this benefit until the next fiscal year. Such as: if an employee fails to sign up by March 1, 2020 for the July 2020 to June 2021 fiscal year, said employee would not be eligible for the matching funds until the July 2022 to June 2023 fiscal year.

## **ARTICLE -19- CLOTHING ALLOWANCE**

The Employer agrees to provide one hundred (100%) percent of the cost of normal acquisition and replacement of all uniforms and equipment, which shall be issued through the Town Office, as listed in the sections below:

### **Section 1: Fire Department (Driver/Dispatcher):**

- \* Work Boots up to \$250.00 per year (1 pair) - to be worn on duty only for maintenance work
- \* Two (2) short sleeve uniform shirts to meet NFPA station uniform standards
- \* Two (2) long sleeve uniform shirts to meet NFPA station uniform standards
- \* Two (2) pair of uniform pants to meet NFPA station uniform standards
- \* Two (2) long FD Job Shirts
- \* One (1) 3 in 1 High Visibility jacket

If any items are damaged, the Town shall either repair or replace as needed, in a timely manner.

All equipment is to be used only during working hours, and is to remain on premises at all times except uniforms that may be taken home to launder.

Section 2: Public Works:

- \* Coveralls (2 pair) (1) light weight for working in and around the garage and one heavy duty for winter.
- \* Safety Boots up to \$250.00 per year
- \* Jackets (1 winter & 1 summer)
- \* Five (5) pairs of Work Pants
- \* Five (5) pairs of Work Shirts
- \* Rain pants and coat with hood

It is expressly understood that all equipment and uniforms are property of the Employer and must be returned to the Town Office upon termination of employment. The employee will be responsible for all replacement costs of items not returned. The employee and supervisor shall make a list of equipment and uniforms that the employee has, with its condition noted, and such list to be signed by both parties. Copies of this equipment inventory shall be given to the employee, the supervisor, and the Town Office.

The Employer will determine when replacement of the aforementioned equipment is necessary. The Department Head and the Town Manager will agree upon such replacement and will select the brand and type of clothing, boots, and equipment that is purchased so that it meets the needs of the employee and the employer. The Employee will be responsible to return the discarded equipment to the Employer upon the issuance of replacement equipment. The Department Head will be responsible to see that all required items, both personally issued and for general usage, are in place and properly maintained.

**ARTICLE -20- TRAINING**

The Employer is committed to the maintenance of a well-trained and efficient staff. The Employer shall attempt to make opportunities for development available to employees within the framework of organizational needs and priorities. Employees, as a condition of employment, shall attend and participate in such training programs and courses as may be directed by the department head, the Town Manager, or the Board of Selectmen and for which the Employer assumes the cost. Prior to the training, the Town Manager will determine the reasonable costs that will be paid by the Town, and he/she will provide written authorization to the employee delineating it. Note: It shall be the responsibility of the employee to seek and secure said written authorization.

All employees who have completed their probationary period, whenever available, preferably within the first year, shall receive a basic training course for defensive

driving as determined by the Employer and the State of Maine on any and all vehicles that the employee may be required to operate during their normal course of daily duties.

The Employer shall provide basic CPR and Basic First Aid training and re-certification annually at the Employer's cost, to all employees covered by this Agreement. All time spent in such training shall be compensable time.

## **ARTICLE -21- LEAVE OF ABSENCE**

In the event of compelling personal reasons other than illness, an employee may be granted an unpaid leave of absence. The leave of absence must be requested in writing. The request must be made in advance and must be approved by the Town Manager. This unpaid leave may be granted for no more than six (6) weeks. Note: Upon written request, and with the approval of the Town Manager and the Board of Selectmen, additional periods of unpaid leave may be granted.

While the employee is on leave of absence, sick leave and vacation leave will not accrue. Additionally, the employee shall not be eligible for holiday benefits.

Upon expiration of the approved leave of absence, the employee shall return to the position held at the time leave was granted. Failure on the part of the employee to report promptly upon the expiration of said leave shall be considered sufficient cause for discharge.

To maintain health insurance coverage during a leave of absence, the employee must pay the full premium. If the employee chooses to cancel the insurance policy while on leave of absence, it is understood that "evidence of insurability" may have to be filed (according to the insurance coverage) upon the employee's return to work.

The Employer will conform to federal and state laws regarding military and reserve service leave.

The Employer will permit union representative's time off without pay to attend labor conventions, provided replacements may be obtained without incurring overtime costs to the Employer. Such leaves will not be unreasonable denied.

## **ARTICLE -22- EXAMINATIONS**

The Employer at its expense may require physical or mental examinations unless otherwise noted in this Article and shall be promptly complied with by all employees. The employee shall authorize the release of the examination report to the Employer. This report shall be treated in a confidential manner.

The Employer reserves the right to select its own physician. The Employee may, at his/her expense, be re-examined by a physician of the Employee's choice. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the Employee, the Employer and the Employee's doctor shall mutually select a third doctor within fourteen (14) days and his/her opinion shall be final. The Employer and the Employee shall share the expense of the third doctor equally.

The Employer shall not use these examinations to harass the employee.

### **ARTICLE -23- DRUG AND ALCOHOL TESTING**

The Union recognizes the legal obligation incumbent upon the Employer to perform drug and alcohol testing of employees under State and Federal regulations. The employees agree to drug and alcohol testing pursuant to, and consistent with, the requirements of a formalized drug and alcohol-testing program to be adopted by the Employer.

### **ARTICLE-24-DISCIPLINE**

#### *A. Reason*

The Employer shall not discipline any employee without just cause.

#### *B. Model*

The Employer hereby affirms that it will conform to the process commonly referred to as the "Progressive Disciplinary Model" when pursuing disciplinary action against any employee. It is hereby understood that the steps to be followed in administering discipline under this format are as follows:

- 1). oral reprimand
- 2). written reprimand
- 3). suspension (written notice provided)
- 4). discharge (written notice provided)

Should the Employer find it necessary to discipline an employee or employees with an oral reprimand it shall be done in a manner as not to embarrass the employee(s) in front of the public or other employees. The Employee may request the Shop Steward or other Union Representative present at any level of discipline.

#### *C. Exceptions*

The Union hereby acknowledges that the Employer may initiate discipline at any step along the "Progressive Disciplinary Model" progression if it is determined, by the Employer, that the nature of the action or inaction by the employee is of sufficient gravity to warrant the exclusion of any, or all, of steps #1, #2 and/or #3 of the progression.

*D. Written Notice*

Written notice of the reasons for reprimands, suspensions or discharges shall be stated in writing and given to the affected employee and the Union Steward on the effective date of the action.

*E. Removal of Corrective Actions*

Corrective actions will be removed on the following schedule:

- Oral corrective actions will be removed after a period of twelve (12) months from the date the employee is given a copy of the action.
- Written corrective actions will be removed eighteen (18) months from the date the employee is given a copy of the action.
- Suspensions will be removed twenty-four (24) months from the date the employee is suspended from his/her duties.
- Removal shall mean that the corrective action will not be used as part of progressive disciplinary action against an employee.

**ARTICLE -25- GRIEVANCE PROCEDURE**

*A. Grievance - Defined*

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute, which may arise under the interpretation or application of this Agreement.

*B. Grievance procedure*

Any grievance arising between the Employer and any employee represented by the Union shall be settled in the following manner:

Step One - Informal: The aggrieved employee, with or without the Shop Steward or Alternate, shall take up the grievance with the first line supervisor within seven (7) working days after the occurrence of the grievance or after reasonable knowledge of such event (thirty [30] days if economic issues are involved).

Step Two - Formal: If the aggrieved employee or Steward or Alternate and the supervisor have not resolved the grievance within seven (7) working days after said meeting (from Step One), then the Steward or Alternate shall submit such grievance in writing to the Town Manager. The Town Manager shall render his/her decision on said grievance, in writing, within seven (7) working days.

Step Three - Appeal: In the event that the decision of the Town Manager (as rendered pursuant to Step Two hereof) is unacceptable to the Union, the Union may, within seven (7) working days, present the grievance in writing to the Board of Selectmen. The Board of Selectmen shall, within ten (10) working days of such notice, hold a meeting with the Union. The Board of Selectmen shall then render a decision in writing within fourteen (14) days of the meeting with the Union.

Step Four - Arbitration: In the event that the decision of the Selectmen (as rendered pursuant to Step Three hereof) is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration and Conciliation (MBAC) for arbitration of the grievance. The Employer and the Union may mutually agree upon a single arbitrator rather than an arbitrator selected by the MBAC.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after conclusion of testimony and final argument. The parties agree that the arbitrator shall have no authority to add to, delete from or otherwise modify any terms and/or conditions contained in this Agreement. 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 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.

#### *C. Examination of Records*

The Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

*D.* The time limits for the processing of grievances may be extended by written consent of both parties.

#### *E. Employer Rights*

Should the Employer feel aggrieved as the result of the interpretation or application of any provisions in this Agreement by the Union, the Employer may seek adjustments of said grievance in the foregoing manner, except that the procedure may be initiated at Step Three.

#### *F. Employee Rights*

The parties agree that, pursuant to State of Maine law, nothing in this grievance procedure shall prohibit an aggrieved employee from pursuing a grievance with the Employer without Union representation.

#### *G. Suspension/Discharge*

The Union shall have the right to take up the suspension or discharge of an employee as a grievance at Step 3 of the grievance procedure.

### **ARTICLE -26- SENIORITY**

#### *A. Seniority List*

A seniority list shall be established for each department naming all employees covered by this Agreement. The employees shall be listed in order of seniority (years of service) with the employee with the greatest seniority listed first. Departments are defined as follows: Fire Department and Public Works Department. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be a major factor in all matters affecting lay-off, recall and vacation preference.

#### *B. Lay-Off*

In the event it becomes necessary for the Employer to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority by department with bumping rights; however, the Employer may refuse an employee bumping privileges in cases in which employees do not have the requisite experience, training or background necessary to fill a particular job function. The Employer will make the determination regarding qualifications of an employee to perform the duties and responsibilities of a position.

All affected employees shall receive a two (2) calendar week notice in advance of lay-off, and the Employer shall meet with the affected employees prior to the actual occurrence of the lay-off.

#### *C. Recall Rights*

Employees shall be recalled from lay-off according to their seniority by department. Said recall rights shall extend for a period of eighteen (18) months from date of lay-off.

#### *D. Posting*

The seniority list shall be brought up to date on January first (1st) of every year and posted immediately 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 to the Stewards. Any objection 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.

#### *E. Job Vacancies / Openings*

When the Employer is filling a vacancy or job opening, the most senior employee applying for the vacant / open position in that division shall be granted the position unless another applicant is more qualified for the position.

### **ARTICLE -27-SEPARATION OF EMPLOYMENT**

Upon discharge, the Employer shall pay all money due to the employee under the terms of this Agreement. Upon quitting, the Employer shall pay all money due to the employee under the terms of this Agreement on the first municipal pay day following such quitting, providing all issued equipment and clothing has been returned. This clause does not pertain to uniforms.

In cases of voluntary separation, the employee shall provide the Employer with written notice of intent to terminate employment two (2) weeks prior to said termination.

### **ARTICLE -28- DEFECTIVE EQUIPMENT, SAFETY & SANITARY CONDITIONS**

The Employer shall furnish equipment and vehicles in a safe operating condition. The employee shall immediately, or at the end of the work shift, report all defects of equipment. Such reports shall be made in writing.

All accidents to personnel and/or equipment, no matter how minor, must be reported immediately to the department head or supervisor, and a written report must be made by the employee.

### **ARTICLE -29- BULLETIN BOARDS**

The Employer agrees to provide space on existing bulletin boards. The Union shall limit its use of bulletin boards to official business, such as meeting notices and bulletins, and shall promptly remove any untimely notices.



### **ARTICLE -30- COMPLAINTS FROM THE PUBLIC**

The appropriate department head will discuss any complaints made by the public with the affected employee at the appropriate time. The findings of the department head's investigation and recommendations for any appropriate action shall be given to the Town Manager and the employee.

All complaints investigated and resulting in possible disciplinary action must be taken in writing from the complainant.

### **ARTICLE -31- MILEAGE PAYMENT**

When an employee is traveling, with prior written approval by the Town Manager, for meetings or training mandated by the Town, the employee shall be paid for their mileage at the rate set by the State of Maine. The employer will reimburse the employee for additional travel expenses only when those expenses are determined to be a necessity and not a convenience of travel. The Employee is responsible to keep all receipts for tolls, parking, etc. and turn them in to the Town with their request for mileage payment. Such request will include the places of beginning and ending of travel with the odometer readings at those places at the time of travel. It is understood that travel will be in the most practical, direct way to the journey's destination. Mileage for these trips will be for the distance to and from the employee's home or place of employment, whichever is the shortest.

### **ARTICLE -32- DURATION OF AGREEMENT**

This Agreement shall be effective and in full force from July 1, 2022, until June 30, 2025, furthermore, it shall continue to remain in full force and effect while any successor agreement is being negotiated.

#### **Town of Machias**

Paula Johnson-Polfe  
Jacob Patey  
Resene H. Haynes  
Carole Becker  
Gandhi S. S. S.

#### **Teamsters Union Local No. 340**

Brett Miller 10/11/22  
Brett Miller, President  
Ed Marzano 10-11-22  
Ed Marzano, Secretary Treasurer  
Don Crockett 10-11-22  
Don Crockett, Business Agent

WAGES STILL BEING NEGOTIATED

**APPENDIX A**  
**WAGE SCALE**

PUBLIC WORKS

	10 %	3%	3%
<b>Step</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>
0	17.51	18.04	18.58
1	17.82	18.35	18.90
2	18.27	18.82	19.38
3	18.59	19.15	19.72
4	18.89	19.45	20.04
5	19.16	19.74	20.33
6	19.47	20.05	20.66
7	19.75	20.34	20.95

When the Town assigns the title of the Public Works Lead person in absence of the Public Works Director, that person shall receive an additional \$0.50/hr. more per hour than the above listed pay during that timeframe.

DRIVER/DISPATCHER

Effective January 1<sup>st</sup>, Minimum Wage Increase

<b>Step</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>2024/2025</b>
0	\$12.75	\$	\$
1	\$12.75	\$	\$
2	\$12.75	\$	\$
3	\$12.75	\$	\$
4	\$12.75	\$	\$
5	\$12.75	\$	\$
6	\$12.75	\$	\$
7	\$12.75	\$	\$

The Town will deduct 8 hours of sleep time for the 48-hour work period and 16 hours of sleep time for the 96-hour work period, unless a part time driver/dispatcher employee is hired. The Town will make all reasonable attempts to fill a part time position in a timely manner. During times the part time position is filled, sleep time shall not be deducted.