

**AGREEMENT BETWEEN TOWN OF OLD ORCHARD BEACH
PUBLIC WORKS AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 481-03
JULY 1, 2021 TO JUNE 30, 2024**

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This Agreement is entered into by the Town of Old Orchard Beach, hereinafter referred to as the Employer, and Local 481, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1: RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours working conditions pursuant to 26 M.R.S.A. 965 for all employees of the Public Works Department of Old Orchard Beach who are Unit members and who are public employees as defined by M.R.S.A. 962. This includes all public employees, except for the Director of Public Works Department, Administrative Operations Manager, and all temporary employees who are given summer employment only, or temporary, seasonal, or on-call employees as defined by 26 M.S.R.A. 962.

Section 2: All new employees shall serve a probationary period of six (6) months after beginning employment as public employees defined in Section 1 above during which time the Town may remove the probationary employee at any time.

ARTICLE 2: UNION SERVICE FEE

Any present or future employee who is not a Union Member and who does not make application for membership, shall sign a non-member waiver form. The Union shall indemnify, defend and hold the Employer harmless against all claims, suits, legal costs, and penalties which may arise by reason of any action taken in making deductions of said union fees and remitting the same to the Union pursuant to this Article.

ARTICLE 3: MEMBERSHIP DUES

The Union shall have the exclusive right to Union dues 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 Union benefit premiums from the pay of those employees who individually request in writing that such deductions be made.

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employee during the month.

The written authorization for Union dues deductions of 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. The authorization for deduction of Union benefit fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

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 written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a 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 remittance.

The Union shall indemnify, defend and hold the employer harmless against all claims, suits, legal costs, and penalties which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 4: HOURS OF WORK

Section 1: Regular Hours

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

Section 2: Work Day

Work day beginning at 7:00a.m and ending at 3:00 p.m. shall constitute the regular work day, excepting the Town cell phone detail whose hours shall be determined by the Employer. Employees who are unable to report for work must notify the Director or designee. On duty employees who wish to go off duty for any reason must notify the Foreman or Director.

Staff, that has qualified to operate the sewer maintenance equipment may carry a Town cell phone for a seven (7) day period beginning at 3:00 p.m. on Friday and shall be reimbursed at the following rates. The primary call person shall receive (1) one-hour straight time pay for each weekday they carry the

Town cell phone with the exception of holidays. Employees shall receive six (6) hours straight time pay for each Saturday, Sunday and Holiday on which they carry a Town cell phone.

Employees shall be paid all other hours in the event they are called out during their period of standby in accordance with Article 12. No more than one sewer employee shall be on standby at any given time.

Weekend duties may be split with notification to the Director by the end of the workday Friday. Said employee shall also be provided a Town cell phone as soon as available with the most optimum range. All Town cell phone calls will be handled by this employee. Employees on Town cell phone detail may be prohibited from weekend sweeper detail during that week. Employees on Town cell phone detail who are working unscheduled overtime and receive a page will be paid the four (4) hours call back in accordance with Article 12, call time in lieu of the two (2) hours guaranteed overtime per Article 14, Overtime, Section 2. Sick leave restrictions as referred to in Article 8, Section 1 shall extend to 7:00 am the following day with respect to the Town cell phone detail.

Any additional changes regarding the work week and/or work day may be negotiated at will upon the consent of both parties.

Section 3: Work Week

All working hours over eight (8) hours per day in any day or over forty (40) hours in any week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. No pyramiding will be allowed. Overtime compensation shall not be paid more than once for the same hours under any provision of the Article, the Agreement, or State or Federal law.

Compensatory Time

If an employee makes a request to receive compensatory time for overtime hours worked, the Director of Public Works or his Designee shall make the sole determination as to whether or not to grant compensatory time-off for overtime worked or pay overtime. Compensatory time shall only accumulate for up to forty

(40) hours. Compensatory time must be used within one (1) year of when it is earned. Use of compensatory time shall be used with the expressed permission of the Director of Public Works.

ARTICLE 4A: HOURS OF WORK-WINTER OPERATIONS

Section 1:

The Department's Winter Operations season is from December 1st through April 15th . Employees are required to be available for winter operations and other weather emergencies. Winter operations will require call-in of public work's unit personnel. Call-in procedures will vary depending on storm conditions and weather forecasts. Employees are responsible for monitoring local weather forecasts, to be aware of anticipated weather situations, and to be available when needed for emergency situations. The Director or designee will decide on the level of response required and will mobilize personnel and equipment accordingly.

Employees will provide the department with one telephone number where they can be reached if needed. One call from the department will constitute a reasonable effort to reach an employee. Employees will have fifteen (15) minutes to return an unanswered telephone call. All employees are required to respond to work within thirty (30) minutes of notification. During Winter Operations Season, on duty employees require the Director's approval to go off duty. The Director may withhold

approval to leave based on the severity of weather conditions or the status of the Department's work needs in response to or preparation for winter weather operations.

Section 2:

A call-in list is used to identify employees who must be available for winter call-in work. If an employee fails to show up or has an unexcused absence during a winter event, the employee is subject to progressive discipline.

Section 3:

The Director may approve vacation leave for Employees during Winter Operations season; however, Employees on vacation leave during winter operations season are subject to call-in to work per Section 1 if so stated in writing by the Director.

Section 4:

During emergency snow situations, after employees have worked sixteen (16) consecutive hours, the Employer may send an employee home to rest for a maximum of eight (8) hours. When an employee is sent home to rest during the normal, regularly scheduled workday, the employee will be paid for the remainder of the shift. In the event this situation occurs, the Employer shall not assign the Town equipment to any part-time or emergency employee except in an emergency as determined by the Public Works Director. It is further agreed that the town may hire part-time trucks/drivers for snow removal or any declared emergency, as needed.

An employee shall receive ten dollars (\$10.00) as a meal allowance whenever said employee shall have worked a period comprising of twelve (12) consecutive hours during a storm or emergency.

ARTICLE 5: REST PERIODS

Section 1: All employees' work schedules shall provide for a twenty-five (25) minute rest period during the morning one-half ($\frac{1}{2}$) shift from the time of work stoppage to the start of work. Employees shall be granted a five (5) minute clean-up period included in the rest period. The rest period shall be scheduled by the Director of Public Works at an appropriate time of this one-half ($\frac{1}{2}$) shift whenever this is feasible for all personnel on a 7:00 a.m. to 3:00 p.m. shift.

Section 2: Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during this shift.

ARTICLE 6: MEAL PERIODS

Section 1: All employees shall be granted lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each eight (8) hour shift, from 12:00 noon to 12:25 p.m., from the time of work stoppage to the start of work. Employees shall be granted a five (5) minute clean-up period included in the lunch break.

ARTICLE 7: HOLIDAYS

Section 1: Holidays Recognized and Observed

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

- | | |
|--|------------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Washington's Birthday | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Juneteenth (June 19 th) | 13. One-Half (½) day Christmas Eve |
| 7. Independence Day | 14. Christmas Day |

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2: Eligibility Requirements

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

The employee would have been scheduled to work on such day if it had not been observed as a holiday.

The employee worked his/her last scheduled work day prior to the holiday and the day after, unless he/she is excused by the employer, or is absent for any reasonable purpose as determined by the Town Manager or his/her Designee whose decision shall not be arbitrary or capricious.

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall have another day off.

Section 3: Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay.

Section 4: Holiday Work

If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates in addition to his holiday pay:

Time and one-half (1 ½) his/her regular hourly rate for all hours worked.

ARTICLE 8: SICK LEAVE

Section 1: Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive earned sick leave with

pay. Sick leave will be granted for care of immediate family members incapacitated due to illness. Employees who call out on personal sick leave are not available for duty until 5:00 a.m. the following day.

Employees who call out sick for family illness must identify when they will be available for duty. Employees shall accrue 1.846 hours of sick time each week of service accumulative nine hundred and sixty (960) hours. Employees who have sick leave accumulations in excess of nine hundred and sixty (960) hours shall not accumulate any further sick hours until their total drops below nine hundred and sixty (960) hours. Said sick leave provisions shall not apply in cases of injury on the job. If an employee has been out sick for four (4) or more consecutive days, said employee shall be required to submit a medical certification from a doctor to the Town. Employees must notify the Director forty-eight (48) hours prior to all scheduled medical appointments.

Employees shall be compensated in cash for seventy-five percent (75%) of their accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation, retirement, or death. This shall only apply if the employee has worked for the Town for a period of ten (10) years or more. Employees with five (5) years of service, but less than ten (10) years of service, shall receive twenty five percent (25%) of their accumulated unused sick leave upon separation unless mutually agreed otherwise. Any employee with less than five (5) years of service shall not receive any cash value for unused sick leave.

Section 2: Extended Leave

The Town agrees that an employee out on sick leave for an extended period of time may be allowed to continue their participation in the Town's health insurance plan for up to twelve (12) months depending on the individual circumstances of the necessity of their leave. Where an employee has been unable to work for twelve (12) months, the employee may be terminated from his/her position. Such termination shall not be considered disciplinary in any way. This twelve (12) month period may be extended by the Town if documentation is provided from the employee's attending physician confirming that an employee's prognosis for return is probable.

When an employee has been out on an extended medical leave the Town may require an examination of the employee at the Town's cost by a medical provider selected by the Town to evaluate the employee's ability to perform the essential functions of their job. If there is a disagreement between the employee's physician and the town's medical provider's opinion as to the ability of the employee to perform the essential function of his/her job, the Town and the Union will select a third physician to conduct a medical examination, and that physician's evaluation will be the determining factor as to whether the employee can perform the essential functions of their job. The cost of the third physician will be shared equally between the employee and the Town.

ARTICLE 9: SENIORITY

Section 1: A seniority list shall be established listing all employees covered by this agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire and shall be retained by an employee for twenty- four (24) months from the date of termination.

Section 2: Seniority shall be considered in all matters affecting transfer, work shift, reduction in work force, recall, vacation preference and promotions. In the case of promotions, seniority shall be the determining factor provided the employees who are being considered for promotion are equally qualified as determined by the Director whose decision shall not be arbitrary or capricious.

Section 3: Promotions

The term promotion, as used in the provision, means the advancement of the employee to a higher paying position or the reassignment of an employee at the employee's request to a position the employee considers to be in his/her best interest regardless of the rate of pay.

Other than a temporary opening as defined below, whenever a job opening occurs in any existing job classification or as a result of development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) working days prior to outside advertisement. During this period, employees who wish to apply for an open position or job including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Director of Public Works.

The Employer shall fill the opening by promoting from among the qualified bargaining unit applicants' members, as determined by the Public Works Director whose decision shall not be arbitrary or capricious.

Temporary job openings are defined as vacancies that may periodically develop in any job classification but do not exceed thirty (30) calendar days. Job openings that recur on a regular basis that remain open more than the thirty (30) calendar days at a time shall not be considered temporary job openings, excluding summer help.

Temporary job openings may be filled by the employer. Assignment or reassignment may be made in terms of a promotion based upon seniority provided the employees' demonstrated skills and qualifications are equal as determined by the Director of Public Works. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

Temporary and summer employees shall be limited to the driving of equipment rated at one (1) ton or less (excluding the holder tractor) and all hand tools. Temporary and summer employees shall not be used as operators. Upon mutual agreement between the Town and the Union the use of temporary/summer employees as operators may be waived.

Section 4: Transfer to Other Jobs

Employees desiring to transfer jobs may submit an application in writing to the Director of Public Works. The application shall state the reason for the requested transfer.

Employees requesting transfer may be transferred to equal or lower paying job classification on the basis of seniority provided the employee's demonstrated skills and qualifications are equal as determined by the Director of Public Works.

Section 5: New or Vacant Jobs

New jobs or vacancies in existing job classifications (Jobs vacancies are existing job classifications that are not occupied due to a curtailment of operations, employee illness, employee leaves of absence, or any other reason) may be filled initially by the Employer on the basis of temporary transfer. During the period of temporary transfer, the job shall be posted on all bulletin boards.

Employees desiring to transfer to the job may submit an application in writing to the Director of Public Works. The Employer, upon awarding the new job classification or vacant job, shall fill the new job classification or the vacant job within ten (10) days.

Section 6: Lay-off and Recall

In the event it becomes necessary to lay off employees for any reason, employees in the same classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff according to their seniority.

In the event of a layoff or a reduction in the size of the work force an employee may bump an employee in a lower classification provided that there is an employee with less seniority to be bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may bump into a job for which he/she is not experienced or qualified as determined by the Director of Public Works, whose decision shall not be arbitrary or capricious nor may an employee bump in any instance in which there is no junior employee for him to replace.

Employees on layoff shall retain pension and all other seniority rights for up to twenty- four (24) months while on layoff.

No new employees shall be hired until all employees in the same classification on layoff status desiring to return to work have been recalled. All employees recalled from layoff shall be returned to the job classification from which they were laid off.

ARTICLE 10: ANNUAL VACATIONS

Section 1: Each employee of permanent standing shall be entitled to annual vacation leave with pay at the convenience of the Town in accordance with his/her current terms of continuous employment with the Town's vacation schedule as follows:

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 5 years	80 hours	1.538 hours
Beginning 6th year through 10th year	120 hours	2.307 hours
Beginning 11th year through 20th years	160 hours	3.076 hours
Beginning 21st year to retirement	200 hours	3.846 hours

Section 2: Employees who are separated from the Town and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.

Section 3: In the event that an employee has not utilized his/her accrued vacation leave on the employee's anniversary date, the employee shall be allowed to carry eighty (80) hours of vacation leave into a subsequent year. Any other unused vacation time will be forfeited. Management will make every effort to afford reasonable time off for the vacation time requested, given however, that the successful operation of the Public Works Department is the highest priority. To that end, a mutually agreed upon system will be developed to accommodate vacation time requests to try to prevent any employee from not taking their desired time off. If for some reason beyond the reasonable control of the employee, management has contributed to the inability of any employee to take the expected vacation time off, the employee may be able to carry forward more than two (2) weeks of vacation. An

employee may be allowed to work vacation at a straight time rate of pay only with the expressed approval of the Town Manager.

Section 4: If a holiday falls within an employee's vacation period, he/she shall not have that day charged against his/her accumulated vacation time.

Section 5: No employee shall be entitled to work his/her vacation with pay, except in the case of emergency conditions and with the express written permission of the Town Manager or his/her designee. Employees called into work during his/her vacation shall not have vacation time charged for those hours.

Section 6: Use of sick time while on vacation is prohibited.

Section 7: Vacations will be scheduled based on department operational needs at the discretion of the Department Head.

Section 8: Vacation selection will be based on seniority and will continue year to year until opportunities for selection have been afforded to all employees on the seniority list, then selection opportunities shall begin again at the top of the seniority list. Any additional vacation scheduling shall be subject to the needs of the Public Works Department at the sole discretion of the Director.

ARTICLE 11: PAID LEAVES

Section 1: Bereavement Leave

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is intended for use during the work days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed services with the prior approval of the departmental supervisor.

In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law, the employee may be granted up to twenty-four (24) hours leave of absence with pay to make household arrangements and/or to attend the funeral services.

Section 2: Jury Duty

Employees shall be granted a leave of absence for jury duty or jury services and be paid the difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from jury duty, he will return to work within one (1) hour.

Section 3: Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any non-municipal political or non-political legislative position who requests a leave of absence may be granted a leave of absence, without pay, for a reasonable period to fulfill these responsibilities.

Section 4: Personal Leave

Unit employees shall be allowed sixteen (16) hours per calendar year. Said personal days shall only be taken with the approval of the Director of Public Works.

Section 5: Military Leave

Employees will be granted a military leave of absence without loss of seniority to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The employee on reserve or guard duty must furnish the Department Head with an official statement signed by authority giving the employee's rank, pay and allowance during employee's seventeen (17) calendar day period. The Town will pay the difference, if any, between the employee's regular pay and military leave pay for National Guard or reserve training up to seventeen (17) calendar days per year.

ARTICLE 12: CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of four (4) hours at a rate of time and one half (1 ½). Should a second Town's cell phone call occur within the time frame of the first call four (4) hours, no additional time will be compensated until the original time expires.

Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at a time and one-half their base hourly rate of pay. This provision does not apply to scheduled overtime. Hours after 5:00a.m are considered annexed to the work day.

In situations involving ice or snow and use of special equipment including jetting, rodding, chainsaws and heavy equipment the need for two (2) persons as opposed to one (1) is required for the purpose of safety. In other situations, one (1) person is sufficient unless approved by the Director.

ARTICLE 13: INSURANCE AND RETIREMENT

Section 1: Workers Compensation

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period, including during the seven

day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline under Article 15 Discipline and Discharge.

Section 2: Health Insurance

A comprehensive health insurance plan is available to regular full-time employees. The Town agrees to pay eighty (80%) percent of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town further agrees to offer the MMEHT Comprehensive Point of Service (POS C) plans or equivalent. Each employee covered under this bargaining agreement will pay twenty (20%) percent of the premium cost for their individual health insurance plan. Employees will have their portion of this cost withheld through payroll deduction with pre- tax dollars. The employer agrees to pay the employee's share of increase in the health insurance premium effective January 1, 2021 for 6 months.

Eligibility for our group health insurance plan and plan benefits are determined according to the guidelines set forth by the health insurance plan administrator.

Effective July 29, 2013, employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a plan other than the Town's plan shall be eligible to receive cash in- lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five (25%) percent of the Town's annual premium cost savings from the employee only coverage under the POS plan. The three (3) current bargaining unit members who were receiving the cash-in-lieu of benefit payment prior to July 29, 2013 are grandfathered under the attached MOU dated July 29, 2013. Cash-in-lieu payments will be made on a once per month basis through payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings. The employer agrees effective January 1, 2021 to increase the 25% in lieu of health insurance to 27% for 6 months for the grandfathered employees.

Section 2A: Life Insurance

All full-time employees have the option of enrolling in our group life insurance plan. The Town will pay the basic life insurance premium (equaling 1x an individual's annual salary) for these employees. Any supplemental life insurance coverage that an employee chooses will be paid by the employee through regular payroll deduction.

Section 3: Retirement

On behalf of each bargaining unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) or to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute 8% of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits as set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options. If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions are mandated by MainePERS.

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants. The Town shall forward all contributions (Town and Employee) to either plan (ICMA or MPERS) at least once each month in which payroll deductions are made.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf.

Section 4: Eye Glasses

The Town agrees to pay the cost of replacement of employee's eyeglasses that are damaged or destroyed during working hours, including any related physician's costs. The employee is required to submit documentation prior to being reimbursed.

Section 5: Health Insurance upon Retirement

Upon retirement, provided the employee is at least sixty-two (62) years old, an employee may continue his/her membership in the Town's health insurance program, at his/her own expense, until such time as the employee becomes eligible for federally subsidized health insurance such as Medicaid or Medicare.

Section 6: Inoculations

The Town shall pay for employee inoculations determined by the Town to be required for the safe performance of employee's assigned responsibilities. In order to qualify for payment, employees must schedule such inoculations through the Town and must utilize a physician selected by the Town.

Section 7: Dental

The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example, depending upon each employee's legal status, the Town will pay fifty percent (50%) family coverage or fifty percent (50%) employee and spouse coverage or fifty percent (50%) single employee coverage. The employees share shall be made through payroll deduction.

The Town will provide either Maine Municipal Employees Health Trust Dental Plan A or equivalent.

Section 8: Short Term Disability

The Town shall provide income protection coverage (i.e., short term disability insurance) to all full-time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for 55% of his or her base pay. Employees may choose a coverage level higher than the 55% and may pay the additional premium for this coverage through a weekly payroll deduction. Currently, the deadline for submission of claims to the insurer is 90 days after the date of disability. It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible for Short Term Disability benefits will be given the option to use their accumulated sick time to offset the amount paid under Short Term Disability for the duration of the Short-Term Disability benefit period. The weekly amount paid to an employee through the combination

of sick time and Short-Term Disability benefits during the eligibility period shall not exceed the employee's regular weekly base pay prior to their illness or injury.

Section 9: Section 125 Flexible Spending Accounts

The Town may offer a Section 125 flex cafeteria plan for payment of employee's contributions to medical insurance premiums. In addition, employees may opt for a salary reduction account for dependent care and out of pocket eligible medical expenses.

ARTICLE 14: OVERTIME

Section 1: Distribution

Overtime work shall be distributed equally to employees working within the bargaining unit. The equalization of overtime, meaning accepted or refused, shall be kept by the Union. Accumulations of overtime will be provided to the Union by the Town on a monthly basis.

Section 2: Scheduled and Unscheduled Overtime -April through November

Scheduled overtime is overtime made available with twenty-four (24) hours' notice. Unscheduled overtime is overtime required with less than twenty-four (24) hours' notice. The Town will guarantee a minimum of two (2) hours of overtime pay for unscheduled overtime. The Union agrees to provide the staff needed to perform overtime work.

If there are no volunteers for overtime work, employees will be forced on inversed order of seniority. Forced overtime shall be rotated equally. Hardships may be granted at the discretion of the Public Works Director. Staff not on the job site that requires the overtime will be offered the work prior to forcing any employees.

ARTICLE 15: DISCIPLINE AND DISCHARGE

Section 1: Discipline

It is the intent of the Town to follow the concept of progressive discipline and just cause for non-probationary employees with the understanding that the discipline steps listed below may be bypassed by management depending on the nature of the offence.

Disciplinary action or measure shall normally include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

Section 2: Discharge

The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The town recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

If in the course of the grievance procedure, it is determined by the parties that an offense was committed but also that termination is too harsh a penalty for the offense submitted that parties may mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to amend the preceding paragraph.

ARTICLE 16: SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure

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

Step I- The Union Steward, with or without the employee, shall take up the grievance or dispute orally with the Director of Public Works within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Director of Public Works shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days.

Step II- If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Director of Public Works within ten (10) working days after the Director of Public Works' response is due. The Director of Public Works shall respond to the Union Steward or the Grievance Committee in writing within ten (10) working days.

Step III - If the grievance remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Town Manager in writing within ten (10) working days after the response of the Director of Public Works is due. Town Manager shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Union President) within fifteen (15) working days after receipt of Unions written Step III response.

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

The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the employer and the Union within ten (10) working days after notice has been given or the parties may request the assignment of the arbitrator(s) through the Maine Board of Arbitration and Conciliation. If the parties fail to select an arbitrator(s), either party request the assignment of an arbitrator(s) by the American Arbitration Association

The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue his (their) decision within thirty (30) days after the conclusion of the testimony and argument.

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

Grievances initiated by the employer shall be processed in a similar manner as outlined in the towns' policies and procedures.

Section 2: Grievance Committees

Employees selected by the Union to act as Union Representatives shall be known as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the employer by the local Union within twenty days of the signing of the contract and the individuals so certified shall constitute the Union Grievance Committee.

All grievance committee meetings, including the regular monthly meetings, shall be held after working hours, on the employer's premises and without pay.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

ARTICLE 17: GENERAL PROVISIONS

Section 1: Pledge Against Discrimination and Coercion

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

Section 2: All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3: The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of Union Membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

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

ARTICLE 18: UNION BULLETIN BOARDS

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

ARTICLE 19: UNION ACTIVITIES ON EMPLOYERS TIME AND PREMISES

Section 1: The employer agrees that after working hours, on the employer's premises and without pay, Union representatives shall be allowed to:

Collect Union dues, initiation fees and assessments if these funds are not collected through payroll deductions.

- Post Union notices
- Distribute Union literature
- Solicit Union membership during other employees non-working time
- Attend negotiation meetings

Transmit communications, authorized by the local Union or its officers, to the employer or his representative

Consult with employer, his representative, local Union officers, or other Union representatives, concerning the enforcement or any provisions of this agreement

With due notice to the Town Manager, representatives of the American Federation of State, County, and Municipal employees, Council 93, AFL-CIO may enter Town premises for the investigation of pending disputes under the contract A list of authorized Union representatives who may enter Town premises shall be furnished by the Union within thirty (30) days from the signing date of this agreement to the Town Manager and Director of Public Works.

Section 2: If negotiations are scheduled on company time, three (3) employees shall be allowed to negotiate on company time without loss of pay and benefits.

ARTICLE 20: WORK RULES

Section 1: All future work rules shall be submitted in writing to all employees by the Director of Public Works. Employees will also be provided with copies of the Union contract upon request

Section 2: Revisions

Changes in existing work rules shall not become effective until they have been agreed upon by the employer and the Union.

In addition, when existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

Section 3: Informing Employees

The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they may become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 4: Enforcing

The employees shall comply with all "written work rules" that are not in conflict with the terms of this agreement, provided the rules are uniformly applied.

Section 5: Care of Equipment

All equipment operators shall check the condition of equipment assigned to them at the end of each day and if a defect is found, prepare a brief report on the condition of the equipment,

ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING

Section 1: Employees are required and agree to wear appropriate uniforms while working for the Town. Employees agree that the uniforms will be kept in a neat, clean, and well-maintained appearance. Soiled, worn or torn clothing is not acceptable. Such uniforms shall include appropriate OSHA approved boots.

The employer will provide up to seven hundred (\$700) for the purchase of the above-mentioned uniforms. Maintenance and care of the uniforms will be at the expense of the employees. Any amount exceeding the above allowance must be repaid to the Town.

The word uniform as referred to in his/her contract shall include the following: solid color sweatshirts, solid color long or short sleeve I-shirts, Blue jeans and "dickies type" jackets.

All uniforms shall be purchased through the Town purchasing department. Supervisor approval must be secured before the purchase of such clothing will be authorized in order to comply with the auditor's requirements.

The purchase of any other work-related clothing not mentioned above, excluding underwear, tank tops, & sleeveless shirts, which would be purchased from the uniform allowance, must be approved prior to purchase by the Town Manager or his/her designee.

Section 2: If any employee is required to wear protective clothing or any type of protective device (not covered by Section 1) as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the employer.

All items may be taxed in accordance to the IRS fringe benefit regulations.

ARTICLE 22: SMOKE FREE WORKPLACE

There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco within Town-owned or leased vehicles or buildings, including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage facility per State and Federal laws.

ARTICLE 23: MANAGEMENT RIGHTS

Section 1: Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the employer or in any way abridging or reducing such authority.

Section 2: This agreement shall be construed as requiring the employer to follow its provisions in the exercise of the authority conferred upon the employer by law. The Town retains all rights and authority to manage and direct its employees, except as otherwise provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the Town's Public Work's Department; the direction of the working forces; the right to hire, to change assignments, to promote, to suspend with just cause; to reduce or expand the working forces; to transfer; to maintain discipline as per this Agreement; to establish work schedules; to introduce new, improved, or changed methods of work or facilities; to contract any work out, but such contracting out shall not cause lay-off of any permanent bargaining unit positions; to establish, change, combine, or eliminate jobs, work, tasks, or positions, and in all respects to carry out the ordinary and customary functions of management. The Town's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Town may adopt rules, procedures, and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any specific provision of this Agreement.

ARTICLE 24: NO STRIKE

Section 1: There shall be neither stoppage of work or slow-down by the Union, nor any lockout by the Town during the life of this agreement.

ARTICLE 25: PAY SCHEDULE

Section 1: Wage Rates

Wages rates negotiated and agreed to by both parties shall become part of this contract and attached to this document as APPENDIX A.

Employees who are promoted shall serve a forty-five (45) day evaluation period. During the first forty-five (45) days, the employee has the right to return to his/her original position or management may require the employee to go back to his/her original position.

Section 2: Emergency Night Shift

The Town Manager may institute an emergency night shift (11:00 p.m. to 7:00 a.m.). The pay for the night shift shall be at the differential rate of fifteen percent (15%) per hour over and above the established wage rate for the employee's classification.

Section 3: Higher Classification

Employees performing the full range of duties in a higher classification after three (3) consecutive work days shall receive the higher rate of pay from the first day of the assignment.

Section 4: Safety Office Stipend

The bargaining unit employee assigned as the Public Works Safety Officer shall receive a three hundred-dollar (\$300.00) stipend payable weekly in the amount of \$5.77.

Section 5: Maine State Vehicle Inspection License Stipend

The Public Works Mechanic(s) who possesses a Maine State Vehicle Inspection License shall receive a five hundred-dollar (\$500.00) stipend payable weekly in the amount of \$9.62.

Section 6: Reimbursement for Cell Phone Use

Each employee carrying a personal cell phone for use during the work day will be provided with an allowance of thirty (\$30) dollars per month of service. This allowance will be paid in increments of \$6.923 per weekly pay period.

Section 7: Lateral Hire

At the sole discretion of the Town, newly hired employees may be placed up to the level of the 5-year step in the wage scale for qualified candidates. A qualified candidate is defined as one who has a valid CDL and prior equipment operating experience. Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

ARTICLE 26: TOOL ALLOWANCE

The Town shall reimburse the Public Works Mechanic(s) (only the mechanic(s) working in the Public Works Garage not the Treatment Plant) up to four hundred (\$400.00) dollars per year for the purchase of tools which are used in his position as public works mechanic. To receive said reimbursement the mechanic(s) must provide valid receipts of purchase of said tools. Only those tools purchased to replace those worn or broken and owned by the mechanic will remain the property of the mechanic. This annual stipend is payable on January 1st of each year for the prior year.

ARTICLE 27: REQUIRED EDUCATION

For education required to obtain and/or maintain a license required for employment, the Town will pay:

- Tuition, books, lab fees, license fees.
- Pay for time (including travel) for classes held during working hours (up to eight (8) hours per day).

If classes are scheduled outside of regular work hours the employee shall receive comp time for hours as outlined in 2 above at a straight time rate.

For education related to the Public Works field, subject to budgetary limitations, satisfactory course completion and pre-approval of the Director.

The town shall pay the following:

- Tuition, books, lab fees, license fees
- Pay for time, including travel, for classes held during working hours (up to 8 hours per day).
- If classes are scheduled outside of work hours, the employee shall receive comp time for the hours, as outlined above 2, at a straight time rate of pay.

Employee shall be requested to sign a pre-approved for payroll deduction shall they fail to complete the course in a satisfactory manner.

ARTICLE 28: PERSONNEL FILES

1. The Town shall maintain one (1) personnel file (written and/or electronic) for each employee in accordance with state statute (MRSA 30-A § 2702). The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluations, and other appropriate material relating to the employee's employment.
2. An Employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous or unattributed material shall not be placed in the file.

An Employee shall have the right to examine his/her file in the presence of the Town Manager, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within ten (10) business day of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

Upon request, an employee shall have the right to inspect his/her central personnel file subject to the following:

- a. Inspection shall occur during regular business hours. The employee must make a written request for a thirty (30) minute appointment to do so at a time and in a manner mutually acceptable to the employee and the Town.
- b. Pre-employment information including but not limited to reference checks and responses, or information provided to the Town with the specific request that it remain confidential shall not be subject to inspection.
- c. An employee may request one (1) free copy of their file per year in accordance with M.S.R.A 26 § 631

ARTICLE 29: TERM OF AGREEMENT

This agreement shall be effective as of the 1st day of July, 2021, and shall remain in full force and effect until the 30th day of June, 2024, or as otherwise noted. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS, WHEREOF, the parties hereto have set their hand this 6th day of August 2021

For the Town

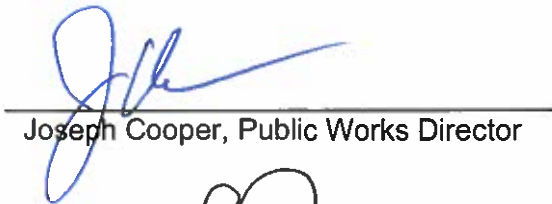
For the Union



Diana Asanza Interim Town Manager



Sylvia Hebert, AFSCME Staff



Joseph Cooper, Public Works Director



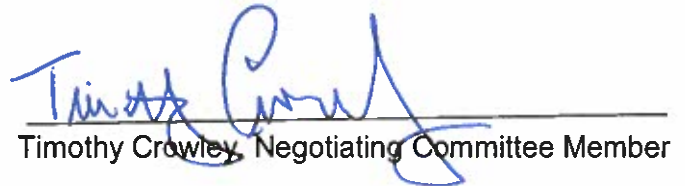
Louis Ladakakos, Unit Chair



France Beaulieu, Director of HR & Communications



Marc Picard, Negotiating Committee Member



Timothy Crowley, Negotiating Committee Member

EXHIBIT #1: PRIVATIZATION AND GUARANTEED OVERTIME

The Union agrees to give up all beach barrel duties on weekdays, weekends and holidays. This will allow the Town to privatize the barrel detail in conjunction with downtown cleaning details as currently provided under contract by Grounds Keepers. The Union further agrees to reduce the weekend sweeper duties from four hours to two (2) hours. In exchange for this privatization and reduction in overtime sweeper hours the Town agrees to offer an equal amount of overtime to each Unit member (for a guaranteed total of five hundred (500) overtime hours for the bargaining group in any given contract year) through the construction season. Such overtime will be scheduled at the discretion of the Public Works Director in accordance with Article 14- Overtime, Section 1- Distribution and Section 2- Scheduled and Unscheduled Overtime. Under this agreement, the current practice involving the beach rake duties on weekdays will be continued as under the current practice.

DOMESTIC PARTNER

"Domestic Partner" means the partner of an employee who:

Is a mentally competent adult as is the employee;

Has been legally domiciled with the employee for at least twelve (12) months;

Is not legally married to or legally separated from another individual;

Is the sole partner of the employee and expects to remain so;

Is not a sibling of the employee; and

Is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property. MSR 26 Section § 843(7).

APPENDIX A- WAGE SCALE FY21-22

Effective: July 1, 2021

		3%	3%	2%	2%	1%	1%
Step	Entry	1	2	3	4	5	6
Years		1-3	3-5	5-9	9-15	15-19	20+
Months	0-12	13-36	37-60	61-108	109-180	181-228	229+
Foreman	\$22.85	\$23.54	\$24.24	\$24.73	\$25.22	\$25.47	\$25.73
Crew Leader	\$22.01	\$22.67	\$23.35	\$23.82	\$24.29	\$24.54	\$24.78
Mechanic	\$21.51	\$22.16	\$22.82	\$23.28	\$23.74	\$23.98	\$24.22
Grade 2	\$20.74	\$21.36	\$22.00	\$22.44	\$22.89	\$23.12	\$23.35

A one-time lump sum for the following employees to be paid in the first pay period after signing of this agreement.

TIMOTHY	CROWLEY	\$1,414.40
LOUIS	LADAKAKOS	\$936.00
DENNIS	POISSON	\$1,622.24
RICHARD	RENY	\$1,414.40

APPENDIX B- WAGE SCALE FY22-23

Effective: July 1, 2022

		3%	3%	2%	2%	1%	1%
Step	Entry	1	2	3	4	5	6
Years		1-3	3-5	5-9	9-15	15-19	20+
Months	0-12	13-36	37-60	61-108	109-180	181-228	229+
Foreman	\$23.54	\$24.25	\$24.97	\$25.47	\$25.98	\$26.24	\$26.50
Crew Leader	\$22.67	\$23.35	\$24.05	\$24.53	\$25.02	\$25.27	\$25.53
Mechanic	\$22.16	\$22.82	\$23.51	\$23.98	\$24.46	\$24.70	\$24.95
Grade 2	\$21.36	\$22.00	\$22.66	\$23.11	\$23.58	\$23.81	\$24.05

APPENDIX C- WAGE SCALE FY23-24

Effective: July 1, 2023

		3%	3%	2%	2%	1%	1%
Step	Entry	1	2	3	4	5	6
Years		1-3	3-5	5-9	9-15	15-19	20+
Months	0-12	13-36	37-60	61-108	109-180	181-228	229+
Foreman	\$24.25	\$24.98	\$25.73	\$26.24	\$26.77	\$27.03	\$27.30
Crew Leader	\$23.35	\$24.05	\$24.77	\$25.27	\$25.77	\$26.03	\$26.29
Mechanic	\$22.82	\$23.50	\$24.21	\$24.69	\$25.19	\$25.44	\$25.69
Grade 2	\$22.00	\$22.66	\$23.34	\$23.81	\$24.28	\$24.53	\$24.77

APPENDIX D- MEMORANDUM OF UNDERSTANDING-Settlement of Grievance

Re: Health Insurance/Cash in Lieu Benefit

This AGREEMENT made by and between the Town of Old Orchard Beach, Maine (hereinafter the "Town") and Local 481, Council 93, American Federation of State, County and Municipal Employees (hereinafter the "Union"). For valuable consideration, and in consideration of the mutual promises and covenants contained herein, the Town and the Union hereby agree as follows:

The Town and the Union agree to modify, and hereby do modify, the second line of the last paragraph of Section 2 of the Collective Bargaining Agreement between the parties effective July 1, 2010 through June 30, 2012 to read as follows:

"Employees who are eligible for the in-lieu-of benefit will receive 25% of the Town's annual premium cost savings from employee-only coverage under the POS plan."

Notwithstanding the modification to the collective bargaining agreement set forth above, the Town and the Union agree that the three (3) bargaining unit members who, as of the date the above-referenced grievance was filed, were receiving in-lieu-of payments calculated on the basis of the Town's annual premium cost saving from the Employee & Spouse or Family coverage under the POS plan (which ever plan the employee was eligible for at the time) shall continue to have their in-lieu-of payments calculated in the future based upon which ever plan they are eligible for on the date in-lieu-of payments are calculated. Those three bargaining unit members are Dennis Poisson, Richard Reny and Louis Ladakakos.

The Town agrees to make each of the three bargaining unit members identified above whole for lost in-lieu-of benefits by paying them the following amounts within 15 days of the execution of this Agreement: \$4,383.77 to Dennis Poisson, \$4,383.77 to Richard Reny, and \$4,383.77 to Louis Ladakakos.

The Union agrees to pay any cancellation fee charged by the arbitrator who was chosen and scheduled to arbitrate the above-referenced grievance on July 30, 2013.

The Union hereby withdraws the above-referenced grievance.

It is understood by the parties that this Agreement does not constitute an admission by the Town of any liability whatsoever, under the collective bargaining agreement or otherwise, or any violation of any federal, state or local laws or regulations, nor will any action by the Town towards compliance with the terms and conditions of the Agreement be construed to constitute any such admission by the Town.

The parties acknowledge and agree that this Agreement shall be a final and binding resolution of above-referenced grievance. The parties further acknowledge and agree that the facts and circumstances related herein and the conclusions and determinations made by this Agreement shall not constitute a precedent or a practice for any purpose, shall not (except as expressly set forth in Paragraph 1 above) be construed as an agreement between the Town and the Union with regard to the interpretation of the collective bargaining agreement between the parties, and shall not become the subject of a grievance (unless either party violates this agreement) or other proceeding by any of the parties hereto.

This is the entire Agreement between the Town and the Union with regard to the above-referenced grievance. The Town has made no promises to the Union other than those in this Agreement
By signing below the parties witness their agreement to all the terms and conditions set forth in this Memorandum of Understanding.

7/29/13


Town of Old Orchard Beach, Maine

7/29/13

Sylvia J. Hebert
Local 481, Council 93, American Federation of State,
County and Municipal Employees

