



BRIGHTEST STAR IN THE COUNTY

AGREEMENT

BETWEEN

TOWN OF HOULTON

AND

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

AFL - CIO

LOCAL 2011-05, COUNCIL 93

GENERAL GOVERNMENT UNIT

EFFECTIVE

January 1, 2023 to December 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Agreement	3
1	Recognition	4
2	Non-Discrimination	5
3	Dues Check-Off	6
4	Responsibilities of the Parties	7
5	Hours of Work and Overtime	8-9
6	Rates of Pay	10
7	Leave of Absence and Sick Leave	11-14
8	Paid Holidays	15
9	Vacations	16-17
10	Seniority	18-19
11	Grievance Procedure	20-21
12	Work Rules & Discipline	22
13	Insurance	23
14	Pensions	24
15	Notice Under Agreement	25
16	Miscellaneous Provisions	26-28
17	Health and Safety	29
18	Duration of Agreement	30
19	No Strike - No Lockout Clause	31

APPENDICES

A	Job Classification & Pay Scale	32-33
B	Houlton Insurance Plan	34-35
C	Workers' Compensation	36-37
D	Employee Sick Leave Certification	38
E.	Town Policies	39
	Execution of Agreement	40
	Contact List	41

AGREEMENT

Agreement entered into as of the 1st day of January, 2023, by and between the Town of Houlton, Maine, (hereinafter called the Town) and by and between the American Federation of State, County and Municipal Employees, AFL-CIO Council 93 and its affiliated Houlton Local 2011-05, (hereinafter called the Union).

ARTICLE ONE

RECOGNITION

- 1.1 The Town hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect of rates of pay, hours of employment and other conditions of employment, in accordance with Chapter 9A, Title 26, as amended, respecting labor relations for public employees.
- 1.2 The term employee as used in this agreement shall mean office, clerical, and technical employees of the Houlton General Government Unit (as listed below); excluding temporary, seasonal, or on call employees; and executives, administrative, supervisory, and professional employees.

Public Safety Clerk-Police
Accounts & GA Clerk
Accounts Payable & GA Clerk, Deputy Town Clerk

- 1.3 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Town departments and the direction of the working force, including the right to plan, direct, and control department activities, to schedule and assign work to employees to determine the means, methods, processes, materials, and equipment; to maintain the efficiency of the departments and their employees; and determine the manning of jobs; to create, revise and eliminate jobs, to establish and require observance of reasonable rules and regulations incidental to the management of the Town affecting the public health, safety, and welfare; to hire and terminate; to maintain order, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Town.

ARTICLE TWO

NON-DISCRIMINATION

- 2.1 The Town and the Union agree that there shall be no discrimination as a result of membership or non-membership in any Union.
- 2.2 The Town and the Union further agree that there shall be no illegal discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, or condition of handicap.
- 2.3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification, regardless of sex, except where otherwise indicated by context.
- 2.4 The Town agrees not to interfere with the rights of employees to join or to refrain from joining the Union, and there shall be no discrimination, interference, restraint, or coercion by the Town of any Town representative against any employee because of Union membership, because of any employee activity in any official capacity on behalf of the Union consistent with this contract, or because of any employee's pursuit of his/her rights guaranteed by law or this Agreement.
- 2.5 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE THREE

DUES CHECK-OFF

- 3.1 Upon receipt of a signed voluntary authorization by an employee, the Town shall deduct from the employee's wages the weekly Union membership dues payable by him to the Union during the period provided for in said authorization. This authorization shall be irrevocable for the term of this Agreement.
- 3.2 The Town shall deduct the authorized amounts on the pay day in the current week for the preceding week. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last pay period. The Town shall furnish the Treasurer of the Union monthly with a record of those employees for whom deductions have been made and the amounts of the deductions.
- 3.3 The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon signed authorization cards furnished to the Town by the Union or for the purpose of complying with any of the provisions of this Article.
- 3.4 The Union will give the Town fifteen (15) days notice of any change in the amount of union dues to be deducted. If any improper deduction is made, the Union shall refund directly to the employee any such amount.
- 3.5 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE FOUR

RESPONSIBILITIES OF THE PARTIES

- 4.1 This Agreement is intended to set forth rates of pay, hours of work and other mutually agreed upon conditions of employment, so as to promote orderly and peaceful relations with the Town personnel, and to achieve the highest level of performance consistent with safety, good health, and employee effort, and promote the general welfare of the Town of Houlton, its citizens, and its employees.

- 4.2 Unless otherwise specified, any action by the Town or its administration affecting wages, hours, or other mutually agreed upon conditions of employment, shall be subject to the right of the Union to represent the employee(s) on the issue and to the Grievance and Arbitration Procedures of this Agreement.

ARTICLE FIVE

HOURS OF WORK AND OVERTIME

ARTICLE FIVE - HOURS OF WORK AND OVERTIME

- 5.1 With the exception of the police clerk, the normal work week shall consist of five (5) days, Monday through Friday, eight (8) hours a day and forty (40) hours a week. Normal hours will be from 7:30 am. to 4:00 p.m. with a half (1/2) hour off for lunch subject to the approval of individual department heads based on operational needs.

Upon Council's approval the police clerk's normal work week shall consist of five (5) days, Monday through Friday, eight (8) hours a day and forty (40) hours a week.

If Council does not approve the 40 hour work week than the normal work week for the police clerk shall consist of four (4) days, Monday through Thursday, eight (8) hours a day and thirty-two (32) hours a week.

Normal hours will be from 7:30 am. to 4:00 p.m. with a half (1/2) hour off for lunch subject to the approval of individual department heads based on operational needs.

- 5.2 All employees shall be granted a lunch period during each work shift.
- 5.3 Morning and afternoon rest breaks of fifteen (15) minutes maximum duration shall be granted employees by the supervisor.
- 5.4 **OVERTIME:** Reasonable overtime requirements may be an exception to the standard work week referred to above. All hours actually worked by employees covered by the Agreement over forty (40) hours in a regular work week (as defined above) shall be compensated at a monetary rate of one and one-half (1 & 1/2) times the base hourly rate of the affected employee.

For the purposes of Article V, "hours worked" shall not include:

1. Hours compensated for by holiday pay.
2. Hours compensated for by sick leave pay.
3. Hours compensated for by funeral pay.
4. Hours compensated for by jury duty.
5. Hours compensated for by National Guard or Reserve pay.
6. Hours compensated for by premium pay equivalent to one and one half (1 & 1/2) times the base hourly rate of the affected employee.

- 5.5 **COMP TIME:** Employees may have the option of taking compensatory time off at the rate of one and one-half (1 & 1/2) times the amount of overtime actually worked in lieu of payment for overtime hours worked with department head approval.

Compensatory Time Off for Non-Exempt Employees

With the approval of the department head, an employee who earns overtime may be granted compensatory time in lieu of overtime pay. An employee may accumulate up to 40 hours of comp time, after which all overtime paid shall be paid as wages. In order to take comp time, an employee must make a request at least one (1) day in advance and must receive written permission from the department head.

All Compensatory Time shall be either taken or paid prior to the end of the fiscal year. The decision to grant time or issue payment shall be at the discretion of the Department Head and shall not adversely impact the operations of the department or place the safety of the public at risk. 40 hours of Comp. Time is the equivalent of 26.66 hours at straight time.

- 5.6 **CALL BACK:** If an employee is called back to work, outside of and not in conjunction with the employee's regular schedule, the employee shall be paid for a minimum of three hours at regular pay or overtime pay as required by §5.4.

ARTICLE SIX

RATES OF PAY

- 6.1 The Town and the Union recognize the principle of a fair day's work for a fair day's pay.
- 6.2 The rates of pay of all Union employees shall be subject to the provisions of section 6.3.
- 6.3 Whenever the Town establishes new rates of pay for new or changed job classifications or whenever the Town changes a classification, the Town shall notify the Union of such changes immediately. The appropriate rate of pay for such classification changes shall be subject to the grievance and arbitration procedure commencing at Step 3, should the Union and the Town be unable to agree on the appropriate rate of pay for the new or changed position.
- 6.4 **GENERAL GOVERNMENT UNIT EMPLOYEE PAY PLAN:**
See Appendix A
- 6.5 The maintenance employee shall receive a \$0.65/hour pay adjustment while performing supervisory duties during the absence of the foreman, provided full or part-time employees are reporting to him/her during this period of absence. Compensation will commence after a two (2) day absence of the foreman and be retroactive to the first day of his absence. REMOVE
- 6.6 *Retroactivity:* Any wage adjustments caused by the increases set forth in this wage schedule shall be retroactive to January 1 , 2023, and shall only apply to those employees currently employed by the town at the time of signing.

ARTICLE SEVEN

LEAVE OF ABSENCE AND SICK LEAVE

- 7.1 Medical leaves of Absence: The town will provide medical leave benefits in accordance with the State and Federal Family Medical Leave Acts, utilizing a rolling 12-month period.

When an employee has exhausted all accumulated sick time, compensatory time, and vacation time and remains unable to work, the employee will be required to take any remaining Family Medical Leave entitlement. Time spent out of work on this particular FMLA will not count as service for the purpose of calculating the employee's seniority, compensatory time, sick time, holiday pay, or vacation time. The town may at its discretion require a note from a physician. An employee on FMLA is required to use all accrued sick time during the period covered by FMLA. If the employee exhausts all accrued sick leave he may use accumulated vacation time or compensatory time. If an employee elects not to utilize vacation or compensatory time they are required by the first of each month to pay their share of health insurance premiums.

- 7.2 Requests and replies to requests for leaves of absence without pay shall be in writing and shall not be arbitrarily or capriciously denied. Any dispute over denied leaves of absence may be submitted at step three (3) of the grievance procedure.
- 7.3 After an employee has exhausted his/her sick leave, vacation time, compensatory time and FMLA leave, the town may grant up to a three (3) month leave of absence, without pay and benefits, in the case of prolonged illness or disability of an employee. However, employees may at their own expense continue to participate in the employer's group health insurance plan.

Upon the request of the employee, the town may grant up to three (3) months leave of absence, without pay and benefits, for parenting leave. However, employees may at their own expense continue to participate in the employer's group health insurance plan.

- 7.4 Employees on leave of absence will not accumulate paid leave benefits (sick leave, vacation, and holidays) and will not be eligible for other employee benefits except that employees may opt to continue health insurance benefits by assuming responsibility for payment of the full cost of that benefit.
- 7.5 Non-Medical leave of Absence: Upon the request of the employee, the town may grant up to three (3) months leave of absence without pay, for general leave of absence for the personal business of an employee. Such leave shall not be used by an employee for financial gain of the employee. No employee shall receive salary or town-paid benefits such as health insurance, or non-accumulated

unearned vacation, holiday pay, etc., while on a non-medical leave of absence. However, employees may at their own expense continue to participate in the employer's group health insurance plan.

- 7.6 Employees accepting employment or conducting a business during a leave of absence or any extension of such leave shall be terminated from the employment of the Town.
- 7.7 Sick leave shall accrue at the rate of one (1) day for each full calendar month worked or on paid leave commencing from the installation of sick leave on January 1, 1972. New employees, who become regular, full-time will be credited with six (6) days sick leave at their applicable salary rate and will receive credit for one (1) additional day for each month worked thereafter. Up to 16 hours of sick leave may be used in hourly increments annually. Should the employee fail to utilize sixteen (16) hours of sick leave in hourly increments, said sick leave shall be retained by the employee, but may not be utilized to increase the annual sixteen (16) hours available in the future years. The Town and the Union agree to review the use of hourly increments to assure there is not a disruption to Town business.
- 7.8 All employees will be permitted to accumulate unused sick pay up to a maximum of one hundred thirty (130) (8-hour days) days. The amount of sick leave pay from the Town will be reduced in any one week by the amount received by the employee as weekly Worker's Compensation payments, but such reduction will not be charged against the employee's sick leave credit in the event of subsequent sickness during the year. (See Appendix C)
- 7.9 To be eligible for sick leave pay under this Article, reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician, See Appendix D) of disability due to sickness or accident will be required. An employee is expected to report his absence as soon as possible and keep his superior informed of his progress and anticipated day of return.
- 7.10 Sick leave pay will not be applicable to any day or days during which the employee would not otherwise be at work.
- 7.11 Employees shall be required to provide satisfactory evidence of ability to return to work after such employee has been absent in excess of five (5) days. Satisfactory evidence is intended to mean a certification of a qualified physician.
- 7.12 Employees who utilize no more than two (2) days sick leave for twelve consecutive months shall be eligible for an additional sixteen (16) hours personal time to be utilized during the succeeding calendar year. Final determination on scheduling shall rest with the department head and will be based on the needs of the department. All personal time off will not be carried over into the next fiscal year. Employees who use no sick days in a consecutive 12-month calendar year

period shall be eligible for 8-hours of regular pay above their normal compensation.

- 7.13 **JURY DUTY:** An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service based on the employee's regular daily straight time rate. Satisfactory evidence must be submitted to the employee's immediate supervisor.
- 7.14 Military leave of absence shall be granted by the Town in accordance with existing state and federal statutes.
- 7.15 **NATIONAL GUARD TRAINING:** An employee called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, based on the employee's regular straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.
- 7.16 **FUNERAL LEAVE:** The Town will permit absence with pay, necessitated by death or funeral in an employee's immediate family, up to a maximum of four (4) regular work days. This absence will count as time worked for the accumulation of other benefits.

"Immediate family" includes wife, husband, son, daughter, step-children, mother, father, brother, sister and grandchildren of the employee, employee's father-in-law and mother-in-law and persons living in the home of the employee in a family setting and brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparents. Immediate family also includes a Qualified Domestic Partner who is not related by blood, at least 18 years of age and consider themselves a family, are not married and have been residing together in a common household for at least six consecutive months and are financially interdependent.

The Town will permit absence with pay, necessitated by death or funeral of an employee's family member by blood or marriage, such as an Aunt, Uncle, Niece and Nephew, one regular work day.

- 7.17 For the purposes of Article 7, a day equals 8 hours and a week equals 40 hours.
- 7.18 Employees who have accumulated more than 130 sick days may elect to place the days in excess of 130, up to a maximum of 30 days, into a "sick day bank" for the potential use by other town employees in the same bargaining unit. The decision to grant days from the "bank" will be made by a committee comprised of the Chief of Police and/or Parks & Recreation Director, Union Steward, and one member of the bargaining unit. The awarding of days from the "bank" shall be by

majority vote of the committee. Employee requesting use of sick bank must have exhausted all sick and vacation time prior to using the sick bank.

- 7.19 Employees retiring from service with the town, who have at least 15-years of service, will be paid fifty (50) (8 hour) sick days at the time of separation ,if they have sufficient days available.
- 7.20 An employee may use up to eighty (80) hours per year of his or her sick time when required to take care of an immediate family member consistent with 26 M.R.S.A. Section 636. To be eligible for sick leave under this Article, reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident may be required. An employee is expected to report his absence as soon as possible and keep his superior informed of his progress and anticipated day of return.

ARTICLE EIGHT

PAID HOLIDAYS

8.1 The following shall be recognized as paid holidays:

<i>New Years Day</i>	<i>Independence Day</i>
<i>Martin Luther King Day</i>	<i>Labor Day</i>
<i>President's Day</i>	<i>Indigenous Peoples Day</i>
<i>Patriots Day</i>	<i>Veterans Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Juneteenth</i>	<i>Day After Thanksgiving Day</i>
	<i>Christmas Day</i>

8.2 In addition to the above listed holidays, the Town may designate additional time off, and such time off shall not be considered holiday time and shall not fall under the provisions of this Agreement.

8.3 In order to be eligible for holiday pay, an employee must have worked the scheduled work day immediately before and immediately after the holiday unless excused by his or her supervisor.

8.4 The requirements of working the day before and the day after the holiday will be waived for any employee who is absent for a reason that has the approval of his or her supervisor (e.g. illness, accident, layoff, etc.) provided the employee worked some time during the week in which the holiday was observed, unless excused by his or her supervisor.

8.5 When a paid holiday occurs during the employee's vacation he shall take the holiday as time off. Such time off may be taken in conjunction with subsequent vacation time or in increments of one-day subject to department head approval and shall be taken at such times when it will not conflict with schedules of the Town.

8.6 Any employee required to work a holiday will be given one and one-half (1 & 1/2) hours of comp time for each hour of holiday time actually worked. The employee will make every effort to schedule comp time within the month that the holiday occurred.

8.7 If a paid holiday falls on a Sunday, it shall be deemed to occur on the following Monday. Holiday's falling on a Saturday, shall be observed on the preceding Friday.

8.8 Employees on regular schedules who do not work the holiday will receive holiday pay based on straight time earnings for the number of hours they would have been scheduled to work had it not been for the observance of the holiday.

ARTICLE NINE

VACATIONS

9.1 Each regular, full-time employee shall be entitled to vacation benefits according to the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION AND PAY</u>
<i>From Date of Employment</i>	<i>two (2) weeks</i>
<i>Five (5) years</i>	<i>three (3) weeks</i>
<i>Ten (10) years</i>	<i>four (4) weeks</i>
<i>Fifteen (15) years</i>	<i>five (5) weeks</i>

9.2 Probationary employees (non-regular, full-time, with less than 6 months' service) shall accrue vacation time from commencement of employment; however, vacation time may not be taken until completion of the 6-month probationary period. An employee terminating during the probationary period shall not be entitled to payment of any accrued vacation.

9.3A A new employee shall accumulate vacation pay at the rate of five-sixth (5/6) of a day for each month worked. Employees who are entitled to three (3) weeks' vacation shall accumulate vacation pay at the rate of 1.25 days for each month worked. Employees who are entitled to four (4) weeks' vacation shall accumulate vacation pay at the rate of 1.67 days for each month worked. Employees who are entitled to five (5) weeks' vacation shall accumulate vacation pay at the rate of 2.08 days for each month worked. This section shall apply to the position of police clerk upon Council approval of a 40 hour workweek.

9.3 If the police clerk normal working schedule is 32 hours per week, then he/she shall accumulate vacation pay at the rate of two-thirds (2/3) of a day for each month worked. Employees who are entitled to three (3) weeks' vacation shall accumulate vacation pay at the rate of 1 day for each month worked. Employees who are entitled to four (4) weeks' vacation shall accumulate vacation pay at the rate of 1.33 days for each month worked. Employees who are entitled to five (5) weeks' vacation shall accumulate vacation pay at the rate of 1.667 days for each month worked.

9.4 Vacation benefits are computed on an anniversary year basis.

9.5 Vacations due in any vacation year must be taken during that year except that employees will be allowed to carry from year to year, a maximum of five weeks' vacations. In general, employees shall take time off to which they are entitled. Up to 16 hours of vacation time may be used in hourly increments annually. . Should the employee fail to utilize sixteen (16) hours of vacation leave in hourly

increments, said vacation leave shall be retained by the employee, but may not be utilized to increase the annual sixteen (16) hours available in the future years. The Town and the Union agree to review the use of hourly increments to assure there is not a disruption to Town business.

- 9.6 Any employee who is laid off, dies, is pensioned, resigns or is discharged shall be entitled to vacation and vacation pay in accordance with the schedules and eligibility requirements contained in this paragraph pro-rated to the date his active employment ceased. If an employee dies during service with the Town, the vacation pay accumulated shall be paid to the widow, widower, or child(ren) or another specifically designated beneficiary.
- 9.7 Vacation pay shall be equal to the base weekly pay of the employee.
- 9.8 Senior employees shall have the preference in selecting the time they wish to take their vacation. The Town will also give due consideration to special circumstances pertaining to individual vacation requests. The final determination shall rest with the department head subject to the needs of the department.
- 9.9 For the purposes of Article 9 and with the exception of the police clerk, a day equals eight (8) hours and a week equals forty (40) hours. For the police clerk, a day equals eight (8) hours and a week equals thirty-two (32) hours.
- 9.10 Employees entitled to three weeks of vacation may purchase one (1) additional week of vacation. The cost of this additional week shall be the equivalent of one full week's regular wages. Employee purchasing an additional week must do so prior to the beginning of the calendar year and the cost will be deducted from each regular week pay check. In no event may the combination of earned and purchased vacation exceed four (4) weeks.

ARTICLE TEN

SENIORITY

- 10.1 For the purposes of promotion, vacation, and other benefits, and employee's seniority shall be equal to their years of service or employment with the Town unbroken by any of the reasons for termination of seniority specified in Section 10.4 Seniority.
- 10.2 The first six (6) months of employment shall be considered a probation period, as required by Maine Title 30-A Section 2701, to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. Probationary employees will be covered by the provisions of this agreement except for wage rates, insurances, retirement, and just cause for discipline of discharge.
- 10.3 Ability to perform the job or work as used in this Article means "The employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the respective supervisor".
- 10.4 Seniority for all purposes shall be terminated for any of the following reasons:
- A. Voluntary quit.
 - B. Discharge for just cause.
 - C. Failure to report for work within four (4) working days after notice of recall is given: however, if the Town is advised by the recalled employee, either in person or in writing, within said period that he will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee or death in his immediate family.
 - D. Absence for three (3) consecutive working days without reporting to the Town unless impossible to do so.
 - E. Failure to report for work at the end of a leave of absence or extension thereof.
 - F. Retirement.
- 10.5 All employees entering the bargaining unit covered by the Agreement from any other department of the Town will be considered as new employees for the purpose of seniority in regards to layoff, recall, promotion, transfer, and vacation selection but will carry all seniority for retirement purposes.

- 10.6 An employee promoted to a supervisory position or transferred outside of the bargaining unit shall not lose his seniority, but shall not accumulate seniority for the time worked outside the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year.
- 10.7 A seniority list shall be established listing all employees covered by the Agreement, with the employees with greatest seniority listed first. Seniority shall be based on the employee's date of hire.

The town shall post all regular vacancies for a period of five (5) work days. During that period, all employees including those on layoff may apply for the vacancy.

In recognition of the responsibility of management for the efficient operation of the department, it is understood and agreed that in all cases of appointments, promotions and transfers the factors listed below shall be considered in order. However, only where (a), (b), (c), and (d) are relatively equal shall (e) be the determining factor.

- (a) Ability to perform the work*
- (b) Physical fitness*
- (c) Past Performances*
- (d) Examination*
- (e) Continuous Service*

In the event of a layoff, the Town shall layoff in the reverse order of seniority within the Department. Employees from one (1) department would not be able to bump employees from another department. Departments are defined as the following:

Administration Dept.
Police Department
EMS Department

Public Works Dept.
Fire Department

Employees will receive a layoff notice of no less than two (2) calendar weeks. Any employee laid off shall remain on recall status for (12) months. Employees who are recalled on a temporary basis shall have such time credited towards maintaining their recall status. The Town shall recall employees on layoff status in the order of seniority within the department. The Town shall not hire new unit employees until employees on layoff status are recalled. Employees who are recalled must be qualified for the position to which they are recalled to. This paragraph shall not apply to permanent vacancies.

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

- 11.1 A grievance is defined as being a dispute between the parties as to the meaning or application of a specific provision of this Agreement or a claim that the Town has taken disciplinary action without just cause.
- 11.2 It is the intention of the parties that grievances be settled at the lowest step possible.
- 11.3 **DEFINITION:** For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance. Working days will be defined as Monday through Friday inclusive excluding only those holidays observed by the contract.
- 11.4 **PROCEDURE:**
- Step 1:*** The aggrieved party(s) shall bring the grievance(s) orally to the attention of the department head or designee within five (5) working days of its occurrence. The department head or designee shall respond within three (3) working days.
- Step 2:*** If the grievance is not settled at Step 1, the Union may appeal the grievance in writing to the department head or designee within seven (7) working days after receipt of the Step 1 response. The department head shall give his/her written answer within ten (10) working days after receipt of the Step 2 appeal.
- Step 3:*** If the grievance is not settled at Step 2, the Union may within ten (10) working days of the date on which the Step 2 response is due appeal the grievance in writing to the Town Manager or designee with copies to the department head. The Town Manager shall respond within fifteen (15) working days after receipt of the grievance.
- Step 4:*** If no satisfactory settlement is reached in Step 3, the Union may within twenty (20) working days of receipt of the manager's response request arbitration of any grievance which involves the interpretation or application on a specific term or provision of this Agreement and subject to Section 1.3 of Article One and further only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the provision of this article. If the Town and the Union are not able to agree on the selection of an Arbitrator within a period of seven (7) days after the date of such request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service

or the Maine Board of Arbitration and Conciliation for the selection of an arbitrator in accordance with the rules and obtaining of the service. If the grievance is not so referred within thirty (30) days after the request for arbitration, it shall be considered settled and shall no longer be subject to arbitration hereunder.

Any arbitration hereunder shall be conducted in accordance with such rules subject to the provision of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

- 11.5 General grievances may be introduced at Step 2. Upon request, the Town Manager and the Union will hold a grievance meeting bi-monthly.
- 11.6 Time periods specified in this procedure may be extended by mutual agreement.
- 11.7 Nothing in this Article shall diminish the right of an employee covered hereunder to present his own grievance as set forth in MRSA Title 26, Section 967.
- 11.8 The arbitrator's authority shall be limited to interpreting and applying the provision of this Agreement and he shall have no power to add to or subtract from, alter or modify any of said provisions.
- 11.9 Union grievances adjustment meetings will be scheduled by the Town at a time that is reasonable for both parties and that will minimize or avoid lost working time. However, if such meetings are held during working hours the employees involved shall be paid at straight time rates.
- 11.10 Union representatives will not be compensated for time spent in Union meetings or conventions, or in preparing for Union/Town meetings.

ARTICLE TWELVE

WORK RULES & DISCIPLINE

- 12.1 The Town may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules of amendments thereto shall be posted on the bulletin board for a period of ten (10) working days prior to becoming effective. It shall be the responsibility of the employees to read the bulletin board daily. Upon request of the Union the Town will meet to discuss said rules during the 10-day period.
- 12.2 Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations as the Town now has or may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations he shall comply with the rules and then grieve if he feels he has been wronged. All suspensions and discharges shall be for just cause including, (subject to Article 10.2) but not limited to, violations of any rules adopted above and of provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employee, and the Union within five (5) working days of the date action was taken.
- 12.3 All discipline infractions placed in an employee's file which are received for an infraction, which not subject to suspension, shall be purged from the file if no recurrence of discipline action is received by an employee within an eighteen (18) month period subsequent to the serious offense. This does not preclude management from noting the type and date of discipline on the employee's record (e.g. verbal reprimand 6/12/75).
- 12.4 Disciplinary actions or measures shall include the following:
Verbal Reprimand
Written Reprimand
Suspension
Discharge
- 12.5 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with such restoration of seniority rights and pay for the time lost as the equities of each case may determine.
- 12.6 If a department head has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE THIRTEEN

INSURANCE

- 13.1 The Town agrees to maintain in effect an insurance plan for all employees who have completed their probationary period, so long as they remain on the Town's payroll. A summary of the benefits to be provided under said plan is set forth in **Appendix B** hereto.
- 13.2 Grievances of employees based upon claims under this Article shall be adjusted in accordance with the provisions of the applicable insurance contract and law.
- 13.3 Should any federal or state legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Town, the disposition hereunder shall be subject to negotiations and mutual agreement and to the Grievance and Arbitration Procedures of this Agreement.
- 13.4 The town will provide an IRS sanctioned Health Care Spending Account for employees covered under the town's health insurance plan. The town will deposit, in January of each year, \$350 into each employee's account if they are covered for single health care, \$430 if covered for employee with children or \$470 if covered for employee with family. Employees may also make deposits into their account via payroll deduction.
- For clerks covered by this contract, the contribution shall be \$425 into each employee's account if they are covered for single health care, or \$500 if covered for family or employee with child coverage. An additional \$35.00 will be reimbursed with medical receipts provided.
- 13.5 The town may provide employees with a "Wellness Program" as offered by the Maine Municipal Health Trust, for the purpose of promoting and facilitating employee health and wellness.
- 13.6 Employees choosing to opt ~~out~~ of the Town's health insurance coverage will be reimbursed on a monthly basis provided they qualify for the Town's coverage, according to the following table:
- Employee and Family Coverage Replaced Entirely: (limited to one (1) stipend per family unit) \$700 per month
 - Family Coverage Replace with Employee Only with Child Coverage: \$450 per month
 - Employee/Child Coverage Replace with Employee only coverage: \$250 per month

Employees must annually provide proof of insurance from the other provider before payments can commence and must notify the town within 30 days of any changes in coverage.

ARTICLE FOURTEEN

PENSIONS

- 14.1 The Town of Houlton is a participating member of the Maine Public Employees Retirement System. The Town shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411 Chapter 803, Sec, 7, Paragraph A (Regular Benefit Plan AC). The Town further agrees to continue to participate in the cost of pension payments under the options currently in effect. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan contribute to that Plan.

Retirement Notification and Process:

Requires six (6) months advance time to process the paperwork. Employee should notify the Town Office and the Maine State Retirement System. The retirement form is available at the town office and must be signed before the town will process any paperwork.

ARTICLE FIFTEEN

NOTICE UNDER AGREEMENT

- 15.1 Whenever written notice to the Town is provided for in this Agreement, such notice shall be addressed to the **Town Manager, Municipal Building, 21 Water Street, Houlton, Maine 04730.**
- 15.2 Whenever written notice to the American Federation of State, County and Municipal Employees Council 93, AFL-CIO, Local 2011, is provided for in this Agreement, such notice shall be addressed to **Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, 20 Winter Street, Augusta, Maine 04330** and a copy issued to the unit chairman in Houlton.
- 15.3 Either party by written notice may change the address at which future written notice to it shall be given.
- 15.4 All written notices to the Town or Union, respectively, will be deemed to have been properly given if delivered to the Manager and to the Chairman of the Union respectively.

ARTICLE SIXTEEN

MISCELLANEOUS PROVISIONS

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16.2 Copies of this Agreement shall be printed at the expense of the Town within thirty (30) days after the Agreement is signed and presented to all of the bargaining unit employees as stated in Article 1 now employed or hereafter employed by the Town.
- 16.3 The Town agrees to furnish a suitable bulletin board in a mutually agreed upon, convenient place in a work area used by the Union. The secretary of the Union shall be responsible for maintaining said board in a clean and timely fashion.
- 16.4 The Union shall limit its posting of notices and bulletins to the designated bulletin board. All such material may be subject to review and approval by the Town Manager or his designee.
- 16.5 The Town agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives, shall have access to the premise of the Town to conduct Union business. Such access shall be subject to the following:
 - A. Shall first stop at the Town Office and inform the Manager of his presence and the purpose for his visit.
 - B. Shall not interfere with or disrupt the normal work schedule of any Town employee.
 - C. Shall make only those visits which have to do with problems relating to the Town of Houlton employees covered by this Agreement.
 - D. The Town Manager shall make the final determination in the application of the provisions of this Section.
 - E. Any such action by the Town to this Section shall be subject to the Grievance and Arbitration provisions of this Agreement.

- 16.6 The names of employees selected as local officers and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the local Union. Said list shall also include the individuals certified by the Union as its grievance committee.
- 16.7 The first six (6) months of employment shall be considered a probation period, as required by Maine Title 30-A Section 2701 to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Town may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement up to the first six (6) months.
- 16.8 While working full time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.
- 16.9 Regular employees may obtain outside employment with notification of the Town Manager. Such employment is not permissible if such employment hinders the employee in the impartial or efficient performance of his duties. In any event, no employee shall fail to appear for a mandatory work shift or assignment due to conflicting outside employment commitments.

The Town Manager shall not exercise his discretion as set forth in this Article in an arbitrary or capricious manner or with the intent to discriminate against members of the Bargaining Unit.

No employee may engage in additional employment which in any way interferes with the proper and effective performance of the duties of his position, results in a conflict of interest or subjects the town to public criticism or embarrassment. All outside employment activities shall not interfere with nor adversely impact, the normal operations of the department. If the Town Manager determines that such outside employment is disadvantageous to the Town, upon notification in writing by the Town Manager, the employee involved shall take prompt steps to resolve the situation.

Any full-or part-time employee who engages in employment outside of his regular working hours shall be subject to call to perform his regular town duties first. The Town shall, in no respect, (neither) be liable for nor grant sick leave or

disability leave in the case of any injury or occupational illness incurred by an employee while engaged in outside employment.

- 16.10 This agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and is evidenced in writing signed by both parties hereto.

ARTICLE SEVENTEEN

HEALTH AND SAFETY

- 17.1 The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business. All employees shall comply with all safety rules and regulations established by the Town.
- 17.2 The Town is responsible for meeting safety standards which are considered to be minimum standards required by applicable federal and state laws.
- 17.3 Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- 17.4 If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his immediate non-unit supervisor who shall have the responsibility to determine what action, if any, should be taken.
- 17.5 Any employee involved in any accident shall immediately report to his immediate non-unit superior said accident and any physical injury sustained.

ARTICLE EIGHTEEN

DURATION OF AGREEMENT

- 18.1 This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025.
- 18.2 It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall remain in full force and be effective 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.
- 18.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party no 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.

ARTICLE NINETEEN

NO STRIKE - NO LOCKOUT CLAUSE

- 19.1 The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Union agrees therefore, that there shall be no strikes, work stoppages, slowdown, or other concerted refusal to perform work by the employees covered by this Agreement, and the Town agrees that there shall be no lockout nor any instigation thereof during the life of this Agreement. Alleged violation of any provision of this Article is appeal able immediately by either party to the Superior Court of Aroostook County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this article.

APPENDIX A

HOULTON GENERAL
Job Classification and Pay Scale

Extra Duty Stipend-Effective September 22, 2014.

CPR Stipend: Any General Government Employee who obtains and retains a CPR certification shall receive a stipend of \$4.81 a week. The Town of Houlton shall provide the training or re-training, to any interested employee, at no cost. It is the employee's responsibility to keep their certification current

Additional duty stipend:

The Accounts Payable & GA Clerk, Deputy Town Clerk position shall receive an additional forty dollars (\$40) per week stipend for any week in which they do the payroll.

	January 1,2023	January 1,2024	January 1, 2025
	\$3.00	4%	4%
Accounts & GA Clerk	\$20.5382	\$21.3597	\$22.2141
8th	\$20.8949	\$21.7307	\$22.5999
15th	\$21.2515	\$22.1016	\$22.9856
25th	\$21.9647	\$22.8433	\$23.7570
Public Safety Clerk	\$21.0000	\$21.8400	\$22.7136
8th	\$21.4263	\$22.2834	\$23.1747
15th	\$21.8527	\$22.7268	\$23.6359
25th	\$22.7066	\$23.6149	\$24.5595
Accts Payable & GA Clerk & Deputy Town Clerk	\$25.6174	\$26.6421	\$27.7078
8th	\$25.9740	\$27.0130	\$28.0935
15th	\$26.3306	\$27.3838	\$28.4792
25th	\$27.0440	\$28.1258	\$29.2508

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Additional duty stipend:

The Accounts Payable & GA Clerk, Deputy Town Clerk position shall receive an additional forty dollars (\$40) per week stipend for any week in which they do the payroll.

APPENDIX B

HOULTON INSURANCE PLANS

A. Health Insurance:

For a full-time regular employee who is out of work as a result of a work related illness or injury and who is receiving workers' compensation, the Town shall provide insurance benefits to the same amount as to all other full time regular employees for a period of one year from the date of the work related illness or injury. Thereafter, the employee may continue such coverage, at his own expense, as long as is permissible by laws and agency policies.

In the event of the death of an insured employee, the employee's spouse and/or children may remain on the Town's group policy provided that the spouse and/or children were covered under the policy prior to the employee's death. Total cost of coverage shall be paid for by the surviving spouse/children. This provision applies as long as it is permissible by laws and insurance carrier policies.

Both Parties agree to re-open negotiations on health insurance should there be a substantive change in the health care system or MMHT programs.

As part of the fringe benefit package offered to employees, the Town currently makes available health insurance coverage to all full-time, regular employees at a benefit level and with a carrier of the Town's choice. The Town shall be responsible to make the payment to the insurance carrier for the entire premium cost of coverage.

The Town shall make available, in addition to the current MMEHT POS 200 plan, and MMEHT PPO 1500. The primary plan provided by the Town shall be the MMEHT POS 200.

Effective 1/01/2019, the Town shall pay eighty-two (82%) percent of the subscriber cost and the employee shall pay eighteen (18%) percent for the POS 200 plan

Weekly employee health insurance contribution will be capped at:

- **\$100/Week for Family Coverage**
- **\$73/Week for Employee/Child Coverage**
- **\$43/Week for Employee Only Coverage**

New Employees hired after January 1, 2020, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent for the POS 200 plan. There shall be no caps on employee's contributions for employees hire after January 1, 2020.

Mandatory Benefits:

The town shall comply with all applicable federal and state laws. Some of the included mandated benefits are: unemployment insurance and COBRA benefits.

Life & Cancer Insurance, Income Protection and Disability Income.

The town makes available to employee's life insurance, cancer insurance, income protection and accident and sickness benefits basing the amount on earnings. These programs are strictly voluntary and because of the expense, the employee shall contribute to the cost in the form of payroll deductions. Detailed information on these plans is available from the town manager's office. The Town does not participate in all available plans. The insurance shall be provided at a benefit level and through a carrier of the Town's choice.

APPENDIX C

WORKERS' COMPENSATION

A. Workers' Compensation

All categories of employees are eligible for benefits under the Worker's Compensation Act for a personal injury or compensable illness arising out of and in the course of job performance. The Town will pay the full cost of Worker's Compensation Coverage.

Part-time

Part-time and on-call employees who hold a position with another employer will be inactivated from the Town if out on Workers' Compensation with the full-time employer.

a. Period not covered by Worker's Compensation

Charges shall be made against sick leave accruals for the legal waiting period not covered by the State Worker's Compensation Act.

b. Use of Sick Leave and Vacation

After the payment and use of worker's compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his accumulated vacation after sick leave accrual is used.

c. Holiday Time

Employees who, at the occurrence of any of the aforesaid holidays, are out of work as a result of a work-related illness or injury and who are receiving, Workers Compensation shall be paid for the number of hours equal to one regular work day/shift for each holiday occurring within one year of the work-related illness or injury. Following the expiration of one year from the date of a work-related illness or injury, employees shall not receive further holiday compensation.

d. Vacation Time

After a 30-day absence, an employee shall not accrue vacation time during any period in which he is out of work due to a work-related illness or injury and receiving workers' compensation.

e. Coordination of Sick Leave with Workers' Compensation

B. Period COVERED by Workers' Compensation

If an employee is receiving sick leave with pay and is determined to be eligible for compensation under Workers' Compensation, then effective on the date of determination of eligibility for Workers' Compensation, sick leave shall terminate and the employees shall receive payment directly from Workers' Compensation.

C. Period NOT COVERED by Workers' Compensation

Charges shall be made against sick leave accruals for the legal waiting period not covered by the State Workers' Compensation Act (i.e., two weeks). If within this two-week period a determination of eligibility is made, then one of the following will apply:

1. If employee is determined to be eligible, then sick leave shall terminate and payment shall be made directly to the employee by Workers' Compensation effective on the date of determination of eligibility.
2. If employee is determined not to be eligible, then sick leave with pay shall continue in keeping with Town policy regarding sick leave.
3. If determined to be eligible, then REPAYMENT will be made to the Town by the employee for all time covered by Workers' Compensation and said time will not be charged against the employee's accrued sick leave. If repayment is not made to the Town, the time will be charged against the employee's accrued sick leave pro rated against his/her weekly base wages.
5. If the total accrued sick leave is exhausted, the payment from the Town shall stop at that point.
6. Absence covered by Workers' Compensation will not be charged against accrued sick leave.

D. Use of Sick Leave and Vacation

After the payment and use of Workers' Compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his/her accumulated vacation after sick leave accrual is used.

APPENDIX D

EMPLOYEE SICK LEAVE CERTIFICATION

FOR

(Print Employee's Name)

This individual is employed by the Town of Houlton. As such, he is engaged in rendering essential public services which have a direct effect on the health and welfare of the citizens of the Town. His presence at work is required and necessary.

You are asked to certify if he is physically incapacitated from work of any kind. The following information is required before the employee can receive sick leave credit: (If applicable the following information is also needed for the employee's spouse or children.)

1. **Date of examination:** _____
2. **Nature of Illness (Your Diagnosis):** _____

3. **Major Clinical Findings (Fever, Blood Count, etc.):** _____

4. **Medication and/or Treatment Prescribed:** _____

5. **Is this employee incapacitated to an extent which precludes him from doing work of any kind? Yes** _____ **No** _____
6. **Beginning date of incapacity:** _____
7. **Ending date or probable ending date of incapacity:** _____

8. **Special Instructions or Work Restrictions:** _____

(Signature of Examining Physician)

(Date)

APPENDIX E

TOWN POLICIES

The parties agree that employees will comply with and are subject to Town of Houlton policies and ordinances as follows:


1. Sexual Harassment Policy
2. Drug Policy
3. Computer Policy
4. CDL Commercial Truck Drivers Drug and Alcohol Policy
5. Severability Clause
6. Personnel Policy will dictate on issues not included in Contract

If the Town amends any of these policies, the Union will be provided with advance notice of any proposed changes.

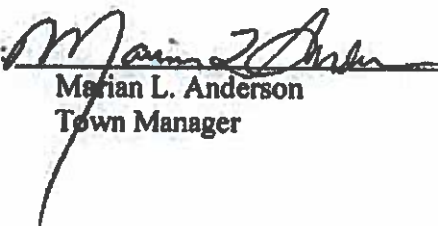
SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this
13th day of February 2023.

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 93, AFL-CIO AND ITS LOCAL 2011, HOULTON, MAINE**

By: 


John Nuttall
Staff Representative
Council 93

By: 

Marian L. Anderson
Town Manager



Gail Cleary
Unit Chair & Steward



Unit Secretary Rhonda Blanchette

**Contact List for
General Government Union**

Unit Business Agent

Name: John Nuttall Staff Representative, AFSCME Council 93
Address: 6 Rockwood Drive
Town: Manchester, Maine 04351
Phone: 561-0404 ©

Unit Chairman:

Name: _____
Address: _____
Town: _____
Phone: _____

Unit Steward

Name: Gail Cleary
Address: 21 Water Street
Town: Houlton Maine 04730
Phone: 207-532-7111 -

Unit Secretary

Name: Rhonda Blanchette
Address: 21 Water Street
Town: Houlton Maine 04730
Phone: 207-532-7111

Town Manager

Name: Marian L. Anderson
Address: 21 Water Street
Town: Houlton, Maine 04730
Phone: 532-7111 (w)