

TOWN OF RANGELEY

AND

TEAMSTERS UNION LOCAL 340

CPA

ORIGINAL

JULY 1, 2021 – June 30, 2024
(Unless otherwise noted)

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PREAMBLE

Pursuant to Title 26 MRSA §961-973, as amended, the parties hereto have entered into this Agreement, in order to establish mutual rights, preserve proper morale, and commit to promote effective and efficient operations.

INTRODUCTION

This agreement is entered into between the Town of Rangeley, Maine, hereinafter referred to as the "Town" or "Employer" and Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining representative with respect to wages, work hours, and terms and conditions of employment for all full-time non-management employees included in the bargaining unit. Positions included in the bargaining unit are: truck driver, laborers, sewer plant operators, assistant operators, police officers, mechanics, solid waste attendants and parks and recreations utility workers in accordance with MRSA 26 §962(2). Part time and reserve patrolmen, seasonal and part time public works employees and all other employees of the Town are not part of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

The management of its employees, the control of the premises, and the direction of the workforce are vested exclusively with the Employer and include, but are not limited to the following: the direction of the workforce which includes the right to hire, assign promote, demote, terminate, or transfer employees; to discharge, suspend or otherwise discipline; to require overtime work and assign such work to those Employees deemed by it most capable; to determine, establish, or modify staffing requirements, job duties, work load, or quality of workmanship for all classifications; to set standards of efficiency and production; to relieve employees from duty because of lack of work; to subcontract any work deemed advisable; to promulgate and enforce safety, conduct and working rules and impose penalties for violations thereof; to reduce operations of the Town, to plan, direct, change, schedule, and control the operations of the Town; and to determine the number of hours per day or per week operations shall be carried out except as clearly, expressly, and specifically limited by this Agreement.

The Town and the Union further understand and agree that all inherent common law management functions and prerogatives which the Town has not waived in this Agreement are retained and vested exclusively in the Town.

ARTICLE 3 - UNION RIGHTS

A. Stewards

The Employer recognizes the right of the Union to designate one (1) Steward and one (1) Alternate for the Unit. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The collection of dues when authorized by appropriate Union actions.

2. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

3. Transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

4. Stewards or Alternates shall be permitted to investigate and process grievances on or off the property of the Employer, up to two (2) hours per week, but shall not exceed four (4) hours per month. Such time spent handling grievances during regular working hours shall be without loss of pay. The Steward or Alternate shall notify the Employer of such activity so as not to disrupt the daily scheduled activities of operations and record such time for record keeping purposes on weekly timecards.

B. Access to Employees

Authorized agents of the Union shall have access to the employees during normal working hours. There shall be no interruption of the Employer's working schedule and the Supervisor shall be notified when such agent is present.

C. Bulletin Boards

The Employer agrees to provide suitable space and maintain a bulletin board in the lunch room at the Town garage. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and union bulletins. The Employer shall use the Union bulletin board for the purposes of displaying job postings and seniority lists.

D. Leave for Union Activities

The Employer agrees to grant up to five (5) days off without discrimination, loss of seniority rights and without pay, to one Steward or alternate, to attend a labor convention, or to serve in any other official Union business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities there shall be no disruption of the Employer's operation due to lack of available Employees.

E. Non-Discrimination

No employee member of the Union acting in any official, legal capacity whatsoever for the Union, shall not be discriminated against for his/her acts as such officer of the Union, as long as such actions do not interfere with the conduct of the Employer's business. There shall be no discrimination against any employee because of Union membership or Union activities.

F. Membership

All employees shall have the right to join the Union except as otherwise provided herein, or to refrain from doing so. No Employee shall be favored or discriminated against either by the Town or the Union because of an Employee's membership or non-membership in the Union. The Union recognizes

its responsibilities as a bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

G. Check Off

The Town shall deduct regular monthly dues from the wages of every employee's paycheck upon receipt of an individually signed authorization from the unit employee. The Town shall forward all such dues and fees so collected to the Secretary - Treasurer of the Union before the end of the month in which deductions are made. The Union shall indemnify, defend, and hold the Town harmless against all claims and suits 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. The Town agrees to provide payroll deduction services for the Teamsters Credit Union for its Union members.

H. Individual Contracts

The Town agrees not to enter into any agreement or contract with its bargaining unit employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 4 - ZIPPER CLAUSE

All items that are intended by the parties or could have been negotiated by the parties are contained within this Agreement. There will be no obligation by either party to negotiate over any term and conditions of employment during the term of this Agreement.

ARTICLE 5 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement.

ARTICLE 6 - NO STRIKE

A. The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) walkouts, (3) slowdowns, (4) mass absenteeism, (5) black listing, (6) illegal economic picketing as defined in 26 MRSA §964 (2) (C). The Town agrees there will be no lockouts or blacklisting.

B. Failure or refusal on the part of any Employee or agent to comply with any provision of this article shall be cause for whatever disciplinary action, including suspension or discharge deemed necessary by the Town.

ARTICLE 7 - NON-DISCRIMINATION

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

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

ARTICLE 8 - SAVINGS AND SEVERABILITY

If any part or portion of this Agreement should be found contrary to law, only that portion of the Agreement shall be invalidated. The remainder of this Agreement shall remain in full force and effect. The parties have the right to renegotiate any invalidity within thirty (30) days after notification of such invalidity.

ARTICLE 9 - PROBATIONARY PERIOD

A. Public Works Department

All employees shall serve a six (6) month probationary period upon hire. During that probationary period, the Town may discipline and/or dismiss such employee without regard to any provision of this Agreement and without intervention of the Union. When the probation period has been successfully completed, seniority shall accrue from the first day of employment.

B. Police Department

1. Maine Criminal Academy Graduates

Employees that have graduated from the Maine Criminal Justice Academy (M.C.J.A.) or received a waiver, shall serve a probationary period of twelve (12) months commencing on the first day of work.

2. Non-Maine Criminal Justice Academy Graduates

The probationary period for Employees who are hired and have not completed the M.C.J.A. or who have not received equivalent training received a waiver from the M.C.J. A. shall be from the day of hire to twelve (12) months after completion of the M.C.J.A.

3. Completion of Probationary Period

After successful completion of the probationary period, the time worked will be considered in computing seniority.

ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES, LUNCH AND REST PERIODS

A. Hours of Work

1. Public Works

The Employer reserves the right to establish the normal work schedule for each employee or employee team. The Employer agrees to confer with the effected employee's prior to revising the

normal workweek schedule regarding such changes. The normal workweek for Public Works Department employees shall be Monday 12:01 A.M. through Sunday at 11:59 P.M., consisting of five (5) eight (8) hour days, with normal days off being Saturday and Sunday. Any work time over eight (8) hours a day or forty (40) hours a week shall be considered overtime. Work time shall include scheduled holidays. Employees shall be paid at time and one half their normal rate for all overtime. Customary work hours (i.e., non-emergency) will be scheduled between the hours of 5:00 AM and 5:30 PM with a one half-hour lunch break.

2. Wastewater Control Facility

The normal workweek for Waste Water Control Facility shall be Monday 12:01 A.M. through Sunday at 11:59 P.M., consisting of five (5) eight (8) hour days, with normal days off being Saturday and Sunday. Any work time over eight hours a day or forty (40) hours shall be considered overtime. Work time for purposes of computing overtime shall be all hours worked including holidays. Employees shall be paid at time and one half their normal rate for all overtime. Customary work hours (i.e., non-emergency) will be scheduled between the hours of 5: 00 AM and 5:30 PM with a one half-hour lunch break.

a. Weather Exceptions

When weather conditions dictate the Town, may alter the start times of employees, in order to take advantage of weather conditions. (This language applies to this section only.) The customary hours of work are between 5:00am and 5:30pm. The duration of this change will be for as short duration as weather conditions allow.

b. Week-End Work

Week-end work assignments shall be rotated. Employees in the Wastewater classification will be required to work every third weekend for two (2) hours each day. No employee will be required to work more than one weekend per a three-week cycle. Employees who are scheduled to work weekend work shall also work holidays that are annexed to the weekend. (i.e., Memorial Day).

3. Police Department

The normal work schedule for the Police Department shall be thirty-six (36) hours one week and forty (48) hours the alternate week. Any work time over forty (40) hours in a seven (7) day work period, shall be considered overtime. Work shall include scheduled holidays. Employees shall be paid at time and one-half (1 ½) their normal rate for all overtime. The Employer reserves the right to establish the normal work schedule for each employee or employee team. The schedule shall be posted thirty (30) days at a time seven (7) days prior to the beginning of the first (1ST) day of the start of the thirty (30) days, except in cases of emergency. The Employer agrees to confer with the effected employees prior to revising the normal work week schedule regarding such changes.

H. Police On-Call Weekends

Police officer will be paid two hundred (\$200) dollars per on call week-end.

I. Callouts

An employee called to work more than one (1) hour before his regularly scheduled shift or after he has left for the day shall be paid a minimum of three (3) hours work paid at straight time rate. If, at any time the time actually worked exceeds two (2) hours, the Employee shall be paid at the overtime rate for all hours worked. Such call out time shall not be annexed consecutively to either end of the work shift, nor shall call out time pertain to scheduled overtime hours.

Any scheduled overtime, not annexed to the employee's shift, the employee shall be paid a minimum of two hour at time and one half his hourly rate of pay.

J. Notification

Employees will be notified by telephone when opportunities for unscheduled overtime arise. An employee who does not have a telephone or is unable to be reached by a reasonable method shall waive their rights to unscheduled overtime.

ARTICLE 11 – LEAVES OF ABSENCE

A. Vacation

1. Anniversary Date

It is the intention of the Employer to provide its employees paid vacation for the purpose of spending time away from work each year. The anniversary date for which all bargaining unit employees shall receive paid vacation time off shall the date of their most recent date of hire.

2. Accrual

- a. After a unit employee has completed six (6) months of continuous service, he/she is entitled to receive forty (40) hours of paid time off for each year of continuous service for up to two (2) years.
- b. After a unit employee has completed two (2) years of continuous service, he/she is entitled to receive eighty (80) hours of paid time off per year.
- c. After a unit employee has completed three (3) years of continuous service, he/she is entitled to receive their eighty (80) hours earned time off plus eight (8) hours per year for every year thereafter, to a total accumulation of one hundred sixty (160) hours per year until the Employee has completed twenty (20) years of continuous service.
- d. After an employee has completed twenty (20) years of continuous service, he/she is entitled to receive two hundred (200) hours paid time off per year thereafter.

2. Scheduling

- a. Vacation time off shall be scheduled at such time or times as shall be mutually agreeable to the employee and the Employer, except in the case where the employee fails to schedule or take carryover vacation time off within the prescribed time, and in such cases the Employer may direct the employee to take the time off.
- b. Vacation time off shall be taken in four (4), eight (8), forty (40), or eighty (80) hour increments. Exception to this may be permitted for special reasons with approval of the Town Manager upon a favorable recommendation of the Department Head. The Department Head will notify the Town Manager of any special request for vacation time.
- c. One (1/2) of earned vacation time may be carried forward into the next anniversary year up to a maximum of eighty (80) hours.
- d. Employees may receive their vacation time off pay up to fifteen (15) days prior to their scheduled time off, provided they notify the Employer at least ten (10) days in advance. Pre-paid vacation time must be taken as scheduled unless the Employer requests the employee to work.
- e. Paid time off shall accrue from the date of hire as a full-time employee. However, employees shall not take paid time off until they have completed six (6) months of continuous service.

3. Separation from Employment

Upon separation from employment with the Employer, unused earned paid time off shall be paid to the employee, or the Employer may decide, or the employee may choose, that the employee's unused vacation may be taken off as a condition of early release before separation of Employment with the Town.

4. Payment to Estate

In the event an employee covered under this Agreement hereby dies during the term of this Agreement, his/her accrued paid time off credits, if any, shall be paid in wages to:

- a. If the employee dies testate, then to his estate.
- b. If the employee dies intestate, leaving a spouse or significant other with whom said Employee was living with at the time of his death, then to such spouse.
- c. If said employee leaves no such spouse but is survived by children, including adopted children, then to such children jointly. If any such children are then minor, then to guardian of such children must be joined in on such payment.
- d. If said employee has no such spouse or children surviving him/her, then to the parent or parents who survives said Employee.

B. Sick Leave

1. Usage

Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, unless the employee is capable of other work within the Town of Rangeley and assigned to such other work. Sick leave may also be used for medical, dental, or eye appointments; maternity leave or to care for members of his/her immediate family affected by serious illness as authorized by the Department head and/or Town Manager.

2. Accrual

Sick Leave shall accrue at the rate of one (1) workday for each full calendar month of service with leave accumulation to thirty (30) days. Employees shall be eligible to use sick leave after one (1) full calendar month of service with the Town of Rangeley. For the purpose of this section, the first month of an employee's service shall be counted as a full month of service if employment begins on or before the 15th day of the month.

3. Abuse of Sick Leave

The payroll clerk shall record sick leave usage regularly. The Town Manager shall review all sick leave records periodically and shall investigate any cases that indicate abuse of the privilege. Abuse of the sick leave privilege (hunting, fishing, etc.) shall be fined by a loss of two (2) days' pay for each day taken. Department heads will enforce.

4. Sick Leave Incentive

Those employees who have five (5) or more years of continuous service shall be entitled to exchange twelve (12) consecutive months of perfect attendance for one personal day to be scheduled at a time agreeable to the employer within three months of accrual. Perfect attendance shall represent no time taken under provisions of the first paragraph of Article 11 §B, as well as no disciplinary time or leave of absences.

5. Certificate

Sick leave shall not be considered an entitlement, which an employee may use at his/her discretion but shall be allowed for the necessity arising from actual sickness or disability of the employee. If required, the employee shall furnish the Town of Rangeley with a certificate from his/her attending physician.

6. Earned Paid Leave

Employees will be entitled to earned paid leave (Personal Time Off) as adopted by the Employer and printed in the Town's Personnel Policies. However, the first forty (40) hours used by the employee shall be designated as earned paid leave for the purpose of the law.

7. On the Job Injury

An employee shall not have to use sick leave if hurt on the job when covered under Workers Compensation.

C. Sick Leave Bank

1. Donation to Bank

Employees who have accumulated 30 days of sick leave, at their option, may choose to place up to forty hours of sick leave per year into a sick leave bank. Sick leave days deposited into the bank shall be made available to all employees who have depleted their sick leave due to a serious illness or disability to themselves or an immediate family member. Eligibility for using banked sick leave shall be determined by an Employee Review Committee, comprised of three, (1) Union representative appointed by the Union's Bargaining Agent and Shop Steward, (1) Select Board member, and the Town Manager, or designee. Any employee applicant approved by the Employee Review Committee shall not receive more than sixty percent (60%) of the accumulated days deposited into the sick leave bank.

2. Immediate Family

For the purposes of this article, "Immediate Family Members" is defined to mean, spouse, significant other, children, parents, brothers, sisters, grandparents, grandchildren, stepchildren, stepparents, foster parents, mother in-law, and father in-law.

3. The Employee Review Committee

The Committee shall establish eligibility requirements that set forth reasonable standards for use of the sick leave deposited in the bank. Those eligibility requirements shall include a waiting period, or illnesses covered, and other related information. Final approval of Sick Leave Policy shall rest with the Town Manager or his/her designee to ensure that provisions of individual programs do not conflict with applicable Employer ordinances or Maine State statutes.

D. Funeral Leave

1. Immediate Family

An employee shall be excused from work for up to five (5) work days because of death in his/her immediate family as outlined in this Article and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this leave is for the purpose of attending to funeral and burial arrangements. Additional time off without pay may be given at the discretion of the Town Manager and vacation time may be approved by the Employer. For purposes of this article "immediate family" is defined to mean spouse, significant other, children, parents, brothers, sisters, grandparents, grandchildren, stepchildren, stepparents, foster parents and members of the immediate family including mother/father-in-law. Time off to employees wishing to attend the funeral of someone other than what is described in the Article is at the sole discretion of the Employer.

2. Other Family Members

In the event of the death of an aunt, uncle, cousin, niece, nephew, or sister / brother-in-law, the Employee shall be granted the time necessary to attend the funeral, but in no event more than one (1) day unless approved by the Employer.

E. Holidays

1. Observed Holidays

The following days shall be observed as holidays by all full-time unit Employees: Presidents Day, New Year's Day, Martin Luther King Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, Columbus Day/Indigenous People, and Christmas Day. Employees covered under this Agreement shall receive all holidays granted to other Employees.

2. Holiday Pay

Employees shall be paid eight (8) hours straight time for any holiday not worked. Any Employee who is scheduled to work on a holiday shall receive the eight (8) hour straight time pay for the holiday plus time and one-half rate for any hours actually work. This shall apply to both Public Works and Police personnel.

3. Saturday/Sunday Holidays

If a holiday falls on a Saturday, the holiday will be celebrated on the previous Friday. If the holiday falls on a Sunday, the holiday shall be celebrated on the following Monday.

F. Military Leave

The Town will abide by and support the Federal and State statute relative to military leave.

ARTICLE 12 - COURT TIME, JURY DUTY

A. Court Time.

1. Court Time on Work Time

An employee who is required to attend court for Town business, including to and from, shall have such time included within his regular work day. Employees shall be required to register with the court so that the Town may be reimbursed the court officer's fee. When an employee is subpoenaed to appear in court for other than Town business, it shall be on his/her own time and s/he may retain any court paid witness fees and expenses.

2. Court Fees

Any or all compensation fees and expense reimbursements, in the case where the officer or employee is attending court on Town business shall be turned over to the Town. No such court time shall be considered overtime in computing his regular hourly wage.

3. Court Time on Non-Work Time

All court time representing the Town worked outside of the employees' regular shift shall be paid at time and one half.

B. Jury Duty

In the event an employee is required to participate in jury service, s/he shall suffer no loss in net pay. However, all pay received by the employee for such jury service from the court shall be signed over to the Town, less any travel reimbursement. If the employee fails to turn over such money to the Town within two pay periods from the receipt of jury service pay, the Employer may deduct an equivalent amount from the employee's wages.

ARTICLE 13 – WAGES AND JOB CLASSIFICATIONS

A. Wages

All employees shall be paid pursuant to Appendix A attached to this Agreement.

B. Job Descriptions

Employees will be provided with up-to-date job descriptions.

C. Temporary Work in a Different Position

When an employee performs work out of his/her regularly assigned position at a lower paying position, s/he shall be paid at his/her regular and normal rate of pay. If such employee is working in a higher paying position, s/he shall be paid at the higher rate of pay for that job grade if s/he can accomplish the essential functions of that job and there is a vacancy.

D. Temporary Upgrades

1. Short Term Vacancy

In the event there is a short-term vacancy of eight (8) continuous work hours or more in any position and the Employer so chooses, the Employer may upgrade an Employee to temporarily fill the vacant position. The upgraded employee shall be the senior employee that meets the qualifications of the vacant position. The employee may refuse the assignments and responsibilities of the position after ten (10) working days of the initial assignment commences, but if he accepts then s/he shall be paid the wage of the vacant position for as long as s/he may be upgraded.

2. Work Outside Normal Position

When an employee performs work outside his/her normal position s/he shall be paid the wage of his normal position, except in the case where the employee has been temporarily upgraded. If a unit employee is temporarily or permanently demoted for just cause, s/he shall receive the wage for that position for as long as s/he holds that position.

3. Different Position

When an employee applies for and is awarded a different position, s/he shall be paid the wage for the new position.

E. Procedure for Determination of Training Needs

The Town of Rangeley will conduct a needs assessment at least once annually with each employee to determine the training needs and task assignments needed for an employee to fill temporary or permanent vacancies in a position other than their own.

F. Work In a Higher Classification

When an employee performs work out of his/her regular job classification at a lower pay grade, s/he shall be paid at his regular and normal rate of pay. If such employee is working in a higher job classification, s/he shall be paid at the higher rate of pay for that job classification if s/he can accomplish the essential functions of that classification and there is a vacancy.

G. Training

1. Policy

It is the policy of the Town to provide training for its employees whenever reasonably consistent with the operational needs of the Town. Training may be in various forms, such as through providing opportunities to work in other classifications, through offering special training on new equipment, through the institution of safety training programs, and demonstrations, through presenting group instruction and programs.

2. Testing and Certification

To provide for increased educational opportunities the Town will pay the cost of testing and certification for any employee who attains required or authorized certifications subject to the following conditions:

- a) The Town will pay for one (1) test per employee for each of the certification(s) or recertification(s) when due as listed in this Agreement.
- b) In addition, the Town will pay for a second test when passed, if the employee does not pass the test the first time taken.
- c) The Town will cover the cost of taking a course provided the employee has approval of the Town in advance of taking the course.
- d) As a result of certification, the town shall not be required to make any changes in the employee's job assignments, performance standards, promotions, pay or other related matters, unless otherwise specified by this agreement.
- e) The sole purpose of assisting employees to obtain certification is to provide an incentive for them to better themselves in their functional areas of employment.

- f) The certifications must not be required by the employee's current job description.
- g) The certifications and/or licenses must be reasonably beneficial to the departments.
- h) In order to receive any stipend for the license or certification, the license and/or certification must be active.
- i) Employees must complete their probationary period before being eligible for any stipend.

ARTICLE 14 - INSURANCE AND OTHER BENEFITS

A. Health Plan

The Town will pay eighty percent (80%) of the proposed Allegiant Care (NNEBT) Insurance Plan as available to the Teamsters Union for all full-time bargaining unit employees. The above plan also provides life insurance. The Town will deduct through weekly payroll the employee's twenty percent (20%) of insurance premium for all enrolled employees.

B. Premium Increase

If the premium increases more than twenty (20%) during the duration of this contract the employees will be responsible for all additional cost over the twenty percent or the bargaining unit may choose to subscribe to the Town's non-union plan during the annual renewal.

C. Other Insurance Plans

The Town reserves the right to change the health insurance plan to a comparable plan. The Town agrees not to make a change from Allegiant Care (NNEBT) during the duration of this agreement.

D. Social Security

The Town will provide social security coverage pursuant to statute.

E. Retirement

1. Maine Public Employees Retirement System

Effective July 1, 2022, the Town will offer the full-time police officers Special Plan 2C. The Union understands that in accordance with law that the Town Meeting must vote to approve joining MEPERS. Employees who enroll in MEPERS will be able to continue to participate in the Town's ICMARC plan but with no match from the Town.

2. International City Managers Association Retirement Plan

The Employer will offer the employees of this unit access to the International City Managers Association Retirement Corporation (ICMARC). Effective July 1, 2006 the Employer agrees to match the employee's contribution to the ICMARC up to a maximum of six percent (6%) of the Employee's base wage.

F. Medical Flexible Spending Account

The Town agrees to establish and provide a Medical Flexible Spending Account that will include:

1. One thousand eight hundred dollars (\$1,800.00) for each employee who voluntarily elects not to subscribe to the health insurance plan offered by the Town.
2. The employee provides proof that she and/or his/her dependents, as appropriate, have health insurance coverage elsewhere.
3. Employees who are newly eligible for the Plan shall have the amount available to him/her pro-rated for the remaining portion of the Plan year in which the employee has elected to participate.
4. All contributions to the Plan and participation in the Plan will be in accordance with the Plan documents.
5. Employees who do not subscribe to the health insurance plan offered by the Town under the same conditions as required by §F of this Agreement may elect to have one thousand eight hundred dollars (\$1,800) contributed to a retirement plan as outlined in §F.4 above.
6. Employees may voluntarily contribute on an annual basis up to two thousand five hundred (\$2,500) of their own money, pre-tax, to the Town's medical reimbursement account. The required minimum contribution, if participating, is two hundred sixty dollars (\$260) per year.

G. Disability Insurance

The Town agrees to provide, to all eligible employees, at no cost to the employee, the Maine Municipal Employees Health Trust (MMEHT) Disability Insurance Program at seventy percent (70%) coverage. The employee may elect to use accumulated sick time to make the remaining 30% of his/her pay.

H. Workers Compensation

1. The Town agrees to cooperate to promote a settlement of employee on-the-job injury claims when such are due and owing as required by law. The Employer shall provide worker's compensation protection for all employees, even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.
2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his shift that day. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the workers compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his/her regular hourly pay for such time up to two (2) hours.

3. An employee shall suffer no loss of pay while out of work for a job-related illness or disability in accordance with current State of Maine Compensation Laws.

4. Employees may be assigned to perform light duty, if available while on a worker's compensation claim if permitted by the employee's doctor to do so. However, the employer may seek a second opinion paid for by the Town. An employee shall not be required to return to work until his/her physician certifies the employee is able to do so. Light duty assignments normally will be within the department for which the employee usually works, but may be assigned to any position in the Town for which the employee is able to perform the work, and will not be assigned to employees with the intention of harassing, discriminating, or punishing an injured Employee.

I. Meal Allowance

The Town shall agree to reimburse any employee up to ten dollars (\$10), with proof of receipt, a meal allowance, for any employee (except Police Officer working his/her regular shift) who is required to work twelve (12) hours or more, during a single shift.

J. Tools, Fees, and Training

The Employer shall provide necessary tools for the employee's use in the performance of their job, including special tools, equipment, and training specific to the job. The Employer shall pay all cost incurred and provide vehicles needed in attaining and maintaining all required licenses and certification necessary for the employee's performance of their job determined by their job classification/grade.

K. Identification Fees

Should the Employer require employees to carry and/or display personal identification while working for the Employer; each employee will comply with the requirement. The Employer shall pay for the cost of the identification.

ARTICLE 15 - UNIFORMS

A. The Employer shall choose and provide standard uniforms for the employees. The cost of the uniform maintenance service shall be borne by the Employer.

B. The Employer shall choose and provide standard uniforms. The Employer shall choose and provide one (1) pair of safety work boots per year (July 1st) and replaced on a as needed basis during the year and one pair of rubber boots (replaced on a as needed basis) for the employees. The Town agrees to provide two hundred twenty-five dollars (\$225) annually towards the purchase of these boots. Upon approval by the Employer, employees may purchase boots through the Town's account; any dollars in excess of two hundred twenty-five (\$225) will be deducted from the employee's next payroll as a deduction. The cost of uniform maintenance service shall be borne by the Employer. Uniforms shall be worn only while the employee is on duty and during travel time to and from work.

C. The Town will provide one pair of OSHA approved rubber work boots to be replaced on an as needed basis.

- D. Employees understand that Uniforms and Boots purchased by the Employer are only to be worn during working hours; the only exception is employees will be allowed to wear their uniform and boots to and from work.
- E. The Employer will provide and replace uniforms for Police Officers as provided in Exhibit B.
- F. Police Officers may choose non-steel-toed boots.

ARTICLE 16 - SENIORITY

- A. Separate seniority lists shall be established for each group of the Public Works Department and the Police Department and said lists shall name all the employees in each group with the employee with the greatest seniority (years of continuous service) listed first. All other employees will be listed in descending order according to their seniority with the employee having the least seniority listed last. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service as a full-time employee of the Town and shall be a major factor in all matters affecting layoff, recall, vacation scheduling, and job postings, provided all other qualifications are equal.
- B. In the case where it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority in each classification with bumping rights to a lower paying position.
- C. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Employer shall meet with the affected employee(s) prior to the actual occurrence of the layoff. Employees shall be recalled from layoff according to their seniority. No new employee shall be hired to fill a laid off Unit employee's job position until all employees on layoff status that are qualified for that position have been afforded recall notice. It shall be the employee's responsibility to keep his/her address current with the Town Manager's office. Employees shall retain recall rights for a period of one (1) year.
- D. The seniority lists shall be brought up to date on June 1st of every year for the term of this Agreement and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of the same shall be sent to the Union and Shop Steward. Any objections to the seniority list as posted must be reported to the Employer by the Shop Steward within ten (10) days from the date posted or it shall stand as accepted.
- E. Overtime, call out, and shift vacancies will be offered to qualified employees by seniority within their classification.

ARTICLE 17 - POSTING FOR POSITIONS

- A. When vacancies of existing job positions and newly created job positions occur within the Public Works Department bargaining unit, such vacancies, if filled, shall be filled, utilizing a posting process.
- B. Such notice will be made available to employees to apply for after filling of such positions is approved by the Employer in accordance with the Town of Rangeley Employee Staffing Policy.
- C. Notification of such job openings will be posted on the Union bulletin board and postings shall be open to all unit employees for a period of fifteen (15) days to apply to the open position, after which

time such posting will close to Public Works employee applications. If all employees of the department indicate no interest in writing for the opening before the fifteen (15) day posting period has expired, the Town may fill the opening in accordance with their policies and practices.

D. Job postings will include, but not be limited to posting date, removal date, position, minimum requirements of the position, contact person to submit application, wage level to start, wage level when fully qualified, and duties of the position.

E. Public Works employees interested in the vacancy shall indicate interest in the position noted in §G. below.

F. The Employer reserves the right to remove, repost, alter, and change any posting and at any time and for any reason. In the case where the Employer removes a posting for whatever reason and reposts the position, a new fifteen (15) day posting limit will be provided.

G. In the event that no Public Works employees answer the posting in the allotted posting time, or all applications received by the Employer for the posting are deemed by the Employer not to meet the requirements of the posting, the Employer may advertise and seek qualified applicants from outside the Unit. At no time will the Employer advertise and seek applications for the job opening from outside the Unit during the fifteen (15) day posting period unless all qualified unit Employees polled by the Employer and the Shop Steward convey their disinterest in answering the posting. At this point, the Employer may then remove the posting before the fifteen (15) day posting period expires.

H. After the removal of the posting, the Employer will review all applications and determine which applications meet the requirements of the posting and award the position accordingly. In the event more than one (1) application is deemed to meet the requirements, the award will be made based on seniority within the Unit. All Unit applicants will be notified of the final decision by the Employer within fourteen (14) days.

I. Any employee transferring into a job opening, vacancy, or promotion shall serve up to a fifteen (15) working day trial period, renewable for an additional fifteen (15) working days at the Employer's discretion in the new job. After fifteen (15) working days, the employee becomes permanent in his new job if the Employer feels he has successfully completed his trial period. If the Employer feels the employee has not completed the trial period successfully, he shall be returned to his former job.

J. The employee retains the right to return to his former job within the fifteen (15) working day period. No employee shall be forced to accept a permanent transfer.

K. An employee who transfers from one group or department to another shall retain his overall town seniority for fringe benefits.

ARTICLE 18 - DISCHARGE AND SUSPENSION

A. The Employer shall not suspend or discharge any employee without just cause.

B. The Employer agrees to provide notice of disciplinary action to the employee, Steward, and Union within three (3) days of the disciplinary action.

- C. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) working days from the date of the Union's receipt of the notice of discharge or suspension.
- D. The employee discharged must be paid, in full, all wages owed to him by the Employer including accrued vacation time, on the next scheduled pay day.
- E. A violation of these procedures by the Employer will not nullify any disciplinary action taken against any Employee.

ARTICLE 19 - SEPARATION FROM EMPLOYMENT

Employees who are separated in good standing or retire from the Employer and who have accrued vacation to their credit at the time of such separation or retirement, shall be paid the wage equivalent to the accrued vacation time off, provided the employee submits a written notice fourteen (14) days in advance of his/her last day of actual work. An employee will be considered separated in good standing when he has provided the Employer a minimum of fourteen (14) days' notice of his separation or retirement. The employee or the Employer may choose the early release option provided for in Article 11, §A.4 for paid time off before the actual date of separation from employment.

ARTICLE 20 – EXAMINATION

Physical, mental, or other examinations required by the Town or any governmental agency shall be promptly complied with by all employees, provided the Town pays for all such examinations. The Town shall select the examiner. The Town shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for the time spent at the place of examination.

ARTICLE 21 - SAFETY

A. General Statement

The Town of Rangeley views the safety of its employees, residents, and visitors as paramount to the successful and efficient operations of the Town. Therefore, it shall be incumbent of all employees and the Employer to foster, maintain, support, and promote a positive attitude towards safety.

B. Town Responsibility

1. Provide proper and adequate PPE (Personal Protective Equipment)
2. Provide safety training and education
3. Provide for maintenance of equipment for its safe and efficient operation
4. Enforce safety rules, policies, safe work practices and procedures

C. Employee Responsibility

1. Adhere to all safety policies, rules, procedures, and practices
2. Attend and utilize all safety training directed by the Employer

3. Perform their duties safely and efficiently
4. Notify the Employer, in a timely manner, of any unsafe conditions that may be recognized
5. Operate Town equipment in a safe and prudent manner
6. Protect the public from any hazardous situations that may arise relating to their duties
7. Wear and utilize all PPE provided by the Employer
8. Participate in the Employer's Safety Process when directed to do so

ARTICLE 22 - SUBCONTRACTING

- A. The Employer may subcontract unit work provided such subcontracting does not deprive Employees of work opportunities.
- B. The Employer shall not subcontract work if employees qualified and willing to do the work are on layoff.
- C. If, as a condition of governmental funding or requirement, competitive bidding and purchasing policies, timeliness of completion of projects, the lack of proper equipment, or lack of employee expertise, the Employer reserves the right to contract, subcontract, retain, or otherwise hire or employ companies, firms, individuals, and others outside of the bargaining unit and this Article shall not apply.

ARTICLE 23 - SANITARY CONDITIONS

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

ARTICLE 24 - EMPLOYEE CONTACT

The employees covered by this Agreement shall have a telephone or other satisfactory arrangement for being notified when needed for work without the Employer having to go the employee's home. The employee shall advise the Employer and mutually agree on the method to be used. If the employee does not make such arrangements or refuses repetitively to answer the call if at home, s/he may be subject to progressive disciplinary action.

ARTICLE 25 - DISCLOSURE

It shall be the responsibility of each unit employee to notify the Employer, in a timely manner, of any change in the employee's licensing and certification status that may limit, control or otherwise prevent, inhibit or reduce the employee's ability from performing his assigned duties as required by the Employer. If, after receiving such information, the Employer determines that the employee's ability to satisfactorily perform the duties of his/her classification/ grade has been altered, constrained, or otherwise limited, the employer, upon proper deliberations and findings, may choose to demote, suspend, or terminate such Employee. Such action against the employee shall be carried out by the Employer in accordance with the provisions contained in Article 18 of this Agreement.

ARTICLE 26 - GRIEVANCE PROCEDURE

A. Step 1 - Department Head

The Shop Steward must present the grievance in writing to the appropriate Department Head within five (5) working days of the occurrence or first reasonable knowledge of the events that gave rise to the grievance. Within seven (7) working days of receipt of the written grievance, the Department Head will meet with the Shop Steward to discuss the written grievance. The Department Head will respond to the grievance in writing within seven (7) working days of the meeting.

B. Step 2 - Town Manager

If the grievance is not resolved in Step 1, the Union Business Representative may, within fifteen (15) days of receipt of the written answer, appeal the grievance to the Town Manager. Within fifteen (15) days of the receipt of the appeal, the Town Manager will meet with the Union Business Representative to discuss the appeal. The Town Manager will respond to the grievance in writing within fifteen (15) days of the meeting.

C. Step 3 - Arbitration

If the Union is not satisfied with the outcome of the Step 2 response, the Union may, by giving written notice to the Town Manager, within five (5) days of receipt of the written answer, submit the grievance to the Maine Arbitration and Conciliation Board, unless the parties mutually agree to use a single arbitrator. The arbitrator's decision will be final and binding and in writing and will set forth his findings of fact, reasons and conditions on the issues submitted by the parties. The cost of the arbitrator shall be shared equally by the Union and the Town.

D. Definitions

1. Grievance - A dispute between the parties as to the meaning or application of the specific terms of the Agreement.
2. Grievant - The Union or employee or Officer represented by the Union.
3. Days - Days shall mean calendar days excluding legal holidays, except where otherwise stated in this Agreement.

E. Miscellaneous

1. All grievances shall be in writing, specify the nature of the grievance, Article(s) of the Agreement alleged be violated, name of the grievant(s), the Union representative, the facts of the matter, the date of the occurrence or first reasonable knowledge thereof, the signature of the grievant(s), and the remedy sought.
2. Nothing in this article shall limit the rights of the employees as specified in MRSA 26 Sections 961-973 as amended.

the date of the occurrence or first reasonable knowledge thereof, the signature of the grievant(s), and the remedy sought.

2. Nothing in this article shall limit the rights of the employees as specified in MRSA 26 Sections 961-973 as amended.

3. The Town will provide the Union access to appropriate documents in investigating the grievance.

4. The time limits herein this article may be extended by mutual agreement and must be confirmed in writing.

5. If the grievance is not initiated or appealed in accordance with this grievance procedure the grievance shall be deemed waived.

ARTICLE 27 - DURATION OF AGREEMENT


This Agreement shall be effective as of the first day of July, 2021, or the date of ratification, whichever is later, except as otherwise noted, and shall remain in full force and effect until the last day of June, 2024. This Agreement shall expire on the day indicated and shall not be extended orally or in writing by the parties.

In witness whereof, the parties hereto have set their hands and seals this 20th day of September, 2021.

Town of Rangeley Board of Selectmen

Teamsters Local 340



Cynthia Egan, Chair

 10/1/21
Brett Miller, President and Business Agent



Shelly Lowell, Vice-Chair

 10-1-21
Lorne Smith, Secretary-Treasurer


Stephen Philbrick, Member

 10-1-21
Don Crockett, Business Agent


Ethan Shaffer, Member

 10-15-21
Ryan Wilbur, Steward


Ethna Thompson, Member

APPENDIX A
JULY 1 2021 – JUNE 30, 2022

A. Scale:

Position	After 1 Year of Continuous Service	After 3 Years of Continuous Service
Public Works		
<u>Light Equipment</u>		
Operator/Parks-Rec	\$16.16	\$16.58
Operator/Transfer Station	\$16.16	\$16.58
<u>Heavy Equipment</u>		
Operator/Highway	\$17.85	\$18.36
Operator/Maintenance/Sewer	\$19.85	\$20.45
Operator/Laboratory/Sewer	\$20.37	\$20.94
<u>Fleet Mechanic</u>	\$27.00	\$27.75
Police		
Patrolman/Non-academy	\$20.51	\$21.03
Patrolman/Academy certified	\$21.53	\$22.03
Sergeant	\$1.75 above patrolman rate	

B. Longevity Bonus:	Years	Amount
	5	\$.20 per hour
	10	\$.40 per hour
	15	\$.70 per hour
	20	\$1.00 per hour

C. Police On-Call: For each full weekend an officer is on call s/he will be paid \$200.00

D. New Employees: New employees may be given credit for up to 5 years of longevity at the time of hire for previous relevant full time work experience in the position for which they are being hired.

E. Stipends/ Certifications:

Police	EMR	\$.25
	EMT-Basic	\$1.00
All other employees	EMR	\$.25
	Maine Local Roads Center-Roads Scholar	\$.15
	Infrastructure/Storm Water Management	\$.15
	APWA Snow Fighter	\$.15
	Driver Trainer	\$.30
	CDL-A	\$.30
	CDL-B	\$.20

JULY 1 2022 – JUNE 30, 2023

A. Scale:

Position	After 1 Year of Continuous Service	After 3 Years of Continuous Service
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Public Works

<u>Light Equipment</u>		
Operator/Parks-Rec	\$16.66	\$17.08
Operator/Transfer Station	\$16.66	\$17.08
<u>Heavy Equipment</u>		
Operator/Highway	\$18.35	\$18.86
Operator/Maintenance/Sewer	\$20.35	\$20.95
Operator/Laboratory/Sewer	\$20.87	\$21.44
<u>Fleet Mechanic</u>	\$27.50	\$28.25

Police

Patrolman/Non-academy	\$21.01	\$21.53
Patrolman/Academy certified	\$22.03	\$22.53
Sergeant	\$1.75 above patrolman rate	

B. Longevity Bonus:	Years	Amount
	5	\$.20 per hour
	10	\$.40 per hour
	15	\$.70 per hour
	20	\$1.00 per hour

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All other employees	EMR	\$.25
	Maine Local Roads Center-Roads Scholar	\$.15
	Infrastructure/Storm Water Management	\$.15
	APWA Snow Fighter	\$.15
	Driver Trainer	\$.30
	CDL-A	\$.30
	CDL-B	\$.20

JULY 1 2023 – JUNE 30, 2024

C. Scale:

Position	After 1 Year of Continuous Service	After 3 Years of Continuous Service
Public Works		
<u>Light Equipment</u>		
Operator/Parks-Rec	\$17.16	\$17.58
Operator/Transfer Station	\$17.16	\$17.58
<u>Heavy Equipment</u>		
Operator/Highway	\$18.85	\$19.36
Operator/Maintenance/Sewer	\$20.85	\$21.45
Operator/Laboratory/Sewer	\$21.37	\$21.94
<u>Fleet Mechanic</u>	\$28.00	\$27.75
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	20	\$1.00 per hour

C. Police On-Call: For each full weekend an officer is on call s/he will be paid \$200.00

D. New Employees: New employees may be given credit for up to 5 years of longevity at the time of hire for previous relevant full time work experience in the position for which they are being hired.

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Police	EMR	\$.25
	EMT-Basic	\$1.00
All other employees	EMR	\$.25
	Maine Local Roads Center-Roads Scholar	\$.15
	Infrastructure/Storm Water Management	\$.15
	APWA Snow Fighter	\$.15
	Driver Trainer	\$.30
	CDL-A	\$.30
	CDL-B	\$.20

APPENDIX B

TOWN OF RANGELEY POLICE OFFICER UNIFORM AND REPLACEMENT LIST

A. Items of initial issuance:

	Item	Qty.	Estimated Useful Life
1.	Shirts - long sleeve	3	2
	Shirts - short sleeve	3	2
2.	Trousers	3	2
3.	Hats - Winter	1	2
	Hats - Summer	1	2
4.	Ties	2	3
5.	Boots	1	2
6.	Coat (3 season)	1	5
7.	Rain Coat	1	5
8.	Winter Coat	1	10
9.	Collar Brass	2	10+
10.	Name Tags	2	10+
11.	Badges	2	10+
12.	Weapon	1	20
13.	Duty Belt	1	8+
14.	Double Magazine Holder	1	8+
15.	Spray with Case	1	
16.	Handcuffs with case	1	
17.	Flashlight Ring	1	
18.	Body Armor level II or equivalent (A) with carrier	1	
19.	Ammunition – duty related	600 rounds	

- B. All items in section A will be replaced in exchange for the item to be replaced on an "as needed" basis. In no case sooner than the estimated usable life without written request.
- C. All items must be returned to the department when the employee is no longer on full time duty.
- D. Optional equipment to be purchased by officer. Approved sweater, approved dickey and/or approved mock turtleneck.
 Note (A): Body armor as specified will be issued to each officer, as monies are available. Once an officer has body armor, they shall be required to wear said body armor while on duty. Replacement shall be as manufacturer recommends.

APPENDIX C

All employees covered by an Agreement between Teamsters Local 340 and the Town of Rangeley had their vacation anniversary dates moved to July 1 in 2006 when any and all vacation accrual became available on July 1, 2006 and subsequent year's vacation accrual will be on July 1 of each year. The following changes took place:

Name	Original Vacation Anniversary	July 2006 Anniversary Years	2006 Vacation As of July 1
Dale Quimby	May 7, 2001	6 years	120 hours
Eugene White	May 1, 2005	2 years	47 Hours

Vacation accrual effective July 1, 2009, is as follows:

	July, 2009 Anniversary Years	2009 Vacation as of July 1
Dale Quimby	5 years	104 hours
Eugene White	3 years	88 hours
Jared Austin	2 years	80 hours

APPENDIX D

The Undersigned is a contributing Employer to the Allegiant Benefit Trust ("the Trust" pursuant to a collective bargaining agreement that had been delivered to and approved by the Trust. In consideration for the Trust provision its employees' health and welfare benefits, the Undersigned agrees to be bound by the terms and provisions of the Restated Agreement and Indentured of Trust, as same may be amended from time to time, under which the Trust is administered and the specific terms of this Participation Agreement, which represents a direct contract between the Trust and the Undersigned.

The Undersigned further agrees to forward to the Trust any amendments to the collective bargaining agreement that relate directly or indirectly to the contributions made to the Trust and acknowledges and agrees that any such amendments shall not be effective until approved by the Trust.

The liability of the Undersigned to the Trust shall not exceed the amounts of contribution which it is obligated to make under the terms of the collective bargaining agreement; provided however, that the Trust may require additional contribution amounts for the continuation of the benefits program upon the expiration of the collective bargaining agreement or during the period of time covered by an extension of that agreement.

The Undersigned, in addition, agrees that all contributions shall be made at such time and in such manner as the Trust shall reasonably require and that the Trust shall have the authority to conduct an audit of the undersigned's records for the purpose of determining the accuracy of contributions to the Trust.

The Undersigned acknowledges and agrees that, if contributions are not received at the offices of the Trust within ten (10) days of the date that the contributions are due the Undersigned shall be required to pay to the Trust, in addition to the delinquent contributions, at the rate of 18% per annum, as well as any attorney's fees and costs associated with the collection of the delinquent contributions and resulting interest and penalties. The Undersigned further acknowledges and agrees that its liability for the payment of contributions and any interest, penalties, fee and/or costs shall not be subject to the grievance procedure set forth in the collective bargaining agreement.

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ARTICLE 26 - GRIEVANCE PROCEDURE

A. Step 1 - Department Head

The Shop Steward must present the grievance in writing to the appropriate Department Head within five (5) working days of the occurrence or first reasonable knowledge of the events that gave rise to the grievance. Within seven (7) working days of receipt of the written grievance, the Department Head will meet with the Shop Steward to discuss the written grievance. The Department Head will respond to the grievance in writing within seven (7) working days of the meeting.

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If the grievance is not resolved in Step 1, the Union Business Representative may, within fifteen (15) days of receipt of the written answer, appeal the grievance to the Town Manager. Within fifteen (15) days of the receipt of the appeal, the Town Manager will meet with the Union Business Representative to discuss the appeal. The Town Manager will respond to the grievance in writing within fifteen (15) days of the meeting.

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