

FILED 6/14 2022
AT 3:39PM. ATTEST:
Hail P. Pelletier TOWN CLERK

AGREEMENT

between

TOWN OF SKOWHEGAN, MAINE

and the

MASSACHUSETTS AND NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL

on behalf of

LOCAL UNION 327

SKOWHEGAN GENERAL GOVERNMENT

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



July 1, 2022 - JUNE 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PREAMBLE.....	1
2	RECOGNITION.....	1
3	MANAGEMENT FUNCTIONS.....	1
4	DUES CHECKOFF.....	2
5	UNION BUSINESS.....	2
6	NO DISCRIMINATION.....	3
7	APPLICABLE LAW AND REGULATIONS.....	3
8	SEVERABILITY.....	3
9	NO STRIKE OR LOCKOUT.....	3
10	GRIEVANCE AND ARBITRATION PROCEDURES.....	3
11	STABILITY OF AGREEMENT.....	5
12	SENIORITY AND PROMOTION.....	5
13	PERMANENT VACANCIES.....	5
14	WAGES.....	5
15	SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS.....	5
16	HOURS OF WORK AND OVERTIME.....	6
17	HOLIDAYS.....	6
18	VACATION LEAVE.....	7

19	SICK LEAVE	8
20	SICK LEAVE DONATION	9
21	WORKERS' COMPENSATION	10
22	LEAVES OF ABSENCE	10
23	SAFETY	11
24	UNIFORMS	11
25	BENEFITS	11
26	SUCCESSORS	12
27	RETIREMENT	12
28	DURATION OF AGREEMENT	13
29	EXECUTION	14
A	WAGE COMPENSATION PLAN	15

ARTICLE 1 - PREAMBLE

1.1 AGREEMENT made this 1st day of July, 2022 by and between the Town of Skowhegan, hereinafter called "The Employer", and the Massachusetts Northern New England Laborers District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called the "Union," on behalf of all of the Employer's employees listed in Article 2 – Recognition and/or each person otherwise covered by this agreement by mutual consent of the parties hereto.

1.2 DEFINITIONS

- *Employee* shall mean each person occupying a position either listed and/or defined in ARTICLE 2 – RECOGNITION and/or each person otherwise covered under this Agreement by mutual consent of the parties hereto.
- *Full-time Employee* shall mean any employee retained in full-time, continuous employment which is more than thirty-two (32) hours per week.
- *Probationary Period* shall mean a period of six (6) calendar months from the date when the employee was initially hired by the Employer.
- *Regular Part-time Employee* shall mean any employee in a permanent position who works up to thirty-two (32) hours per week.
- *Union Steward* shall mean the person authorized in writing by the Union to act on its behalf on day to day matters.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the exclusive collective bargaining agent, as defined by the Maine Labor Relations Board on August 11, 2016.

2.2 The Employer hereby recognizes the Union to be the exclusive representative of those employees occupying the following positions of: full time Administrative Assistant to Economic Development, Administrative Assistant to Code Enforcement, Administrative Assistant to Police Department, Collections Clerk, Municipal Building Custodian, and Assistant Assessor for the purpose of collective bargaining with respect to wages, hours and workers' compensation.

The bargaining unit excludes all part time employees and all other Town employees as well as all bargaining unit employees within their first six months of employment.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.1 The Town retains all rights and authority to manage and direct the business of the municipality, except as explicitly limited by a specific provision of this agreement. Such rights and authority shall include, but not be limited to, implement its own policies, hire, reduce or expand the working forces, to change assignments, direct the work of employees, promote, suspend, discharge

for just cause, transfer, maintain discipline, to introduce new or improved methods and equipment for facilities in order to improve or maintain the operational efficiency of the municipality. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union stewards.

ARTICLE 4 – DUES CHECKOFF

4.1 The Town agrees to deduct the regular weekly Union dues and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the Town. The amounts to be deducted shall be certified to the Human Resources Director by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.

4.2 The Town shall forward all such dues so collected to the Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the Town harmless against any and all claims and suits, which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.

4.3 An employee may, within thirty (30) days prior to the expiration of this Agreement, notify the Human Resources Director in writing that the dues deduction authorization as a Union member is to be cancelled upon expiration of this Agreement.

4.4 The Town and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that employees who choose not to belong to the Union shall be subject to one of the two following options:

- a. Sign a written deduction authorization in the amount of ninety percent (90%) of the Union dues; or
- b. The employee may make no payment, but when the services of the Union Representative are solicited for a grievance hearing, the services will be on a fee-for-service basis. The Union may charge such employee a reasonable fee for any requested services, including reasonable fees for employee representative services, attorneys' fees and costs and expenses, and arbitrators' fees and expenses.

ARTICLE 5 - UNION BUSINESS

5.1 The Employer will provide a bulletin board for the use of the Union for official notices and other related matters.

5.2 Insofar as the work requirements of the Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances if there is sufficient manpower available to cause no interference with departmental operations. Union officers and/or stewards shall give the Employer reasonable

advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. With prior approval of the Employer, additional employees may be excused from duty with pay if the circumstances are such that Union business requires additional representation and/or the need of the employee to appear and/or testify during the various steps of the grievance procedure. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to union business except as provided above with the approval of the department head.

ARTICLE 6 - NO DISCRIMINATION

6.1 There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, national origin, age, sex, sexual orientation, religion, physical or mental disability, or other legally protected classifications.

6.2 The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national origin, age, sex, sexual orientation, religion, physical or mental disability, or other legally protected classifications.

ARTICLE 7 - APPLICABLE LAW AND REGULATIONS

7.1 It is understood that the provisions of this Agreement shall be subordinate to any present or subsequent controlling federal and/or state law to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer to do anything inconsistent with said law. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future controlling Federal and/or State laws, and this Agreement shall at all times be applied subject to such laws.

ARTICLE 8 - SEVERABILITY

8.1 If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force and effect.

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.1 There shall be no strike or lockout or slowdowns.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10.1 Any matter involving the interpretation or application of this contract may be the subject of a grievance. For the purpose of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of the Agreement. While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor, it is understood that the grievance

procedure shall be utilized only after other methods of informal settlement are unsuccessful. The formal grievance steps are as follows:

Step 1: The aggrieved employee shall submit a written grievance to his/her immediate supervisor after an informal attempt is made to discuss and settle the issue with his/her immediate supervisor. The grievance shall be signed by the aggrieved employee and his/her Union representative and shall be dated and shall specify a summary of the cause of the grievance and the contract provisions in question.

Within ten (10) working days after the filing, the aggrieved employee's immediate supervisor shall arrange for a conference with the aggrieved employee and his/her Union representative, and any other person authorized by said supervisor, and the grievance shall be discussed. Within five (5) working days after the discussion or discussions have concluded, the supervisor shall provide the employee with a written answer.

Step 2: If a grievance is not resolved after Step 1, and the employee so notifies the Town Manager within ten (10) working days of receiving written answer to Step 1, a meeting shall be arranged by the Town Manager with the aggrieved employee, the Union representative, and any other person authorized by the Town Manager within ten (10) working days of said request. (Matters that are emergency in nature shall be expedited.)

The Town Manager shall provide the employee with a written answer to the grievance within ten (10) working days after the completion of the discussion.

Step 3: If any grievance is unresolved on the completion of Step 2, either party may submit the grievance to arbitration. The parties shall, within ten (10) working days of a demand for arbitration, jointly attempt to agree on a single arbitrator. If no agreement is reached, the request for arbitration may be referred to the MLRB in accordance with the rules of the Board within thirty (30) working days. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties, though subject to the usual appeal to Superior Court. The costs of the Arbitrator shall be shared equally by both parties. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall be requested to issue his or her decision within thirty (30) days after conclusion and argument.

10.2 Any employee who is required to appear before the Arbitrator, or any employee who is required to appear before any other state or federal agency, board or commission relative to a matter which is of direct interest to the Employer, shall not be subject to any loss of pay because of such appearance.

10.3 In the event that one of the parties fails to respond within the above time limits outlined in Section 10.1, Steps 1 and 2, the other party shall be allowed to proceed to the next step outlined in Section 10.1. Time limits may be extended by written mutual agreement.

ARTICLE 11 - STABILITY OF AGREEMENT

11.1 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 12 - SENIORITY AND PROMOTION

12.1 Definition: Seniority shall be acquired by an employee upon completion of his/her six (6) month probationary period and shall be retroactive to his/her first day of employment.

12.2 Accumulation: Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave for not more than one (1) year.

12.3 Break in Seniority: Seniority shall be broken when an employee leaves employment with the Town. If the employee is rehired, the employee's past seniority will be lost.

12.4 Seniority List: The Town agrees to furnish the Union with a list of employees and their length of service within thirty (30) days of signing the Agreement.

ARTICLE 13 - PERMANENT VACANCIES

13.1 Notice of permanent vacancy in an existing position covered by this Agreement shall be posted for a period of not less than five (5) working days on all appropriate Employee Bulletin Board's before the position is permanently filled.

13.2 Any employee of the Employer who is interested in filling any vacancy whether it involves upgrading or otherwise, may apply in writing to the HR Director within the five (5) working days during which such vacancy is posted.

13.3 The vacancy shall be filled on the basis of qualifications and ability. If qualifications are relatively equal, then seniority shall prevail.

ARTICLE 14 - WAGES

14.1 Wages paid to employees in the classification covered by this Agreement shall be as summarized in Appendix A.

ARTICLE 15 - SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS

15.1 Higher Classification Pay. An employee required by his/her supervisor to perform the duties of a higher classification for a period of five (5) consecutive days or more shall thereafter be paid the higher rate if he/she continues to work in the higher classification, with compensation retroactive

to the first day of assignment. To qualify for said assignment the employee must assume and perform all duties of the higher classified position.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1 The work week for payroll purposes is Monday through Sunday.

16.2 Time and one/half of the regular rate shall be paid for all work performed in excess of forty (40) hours in any work week.

16.3 Overtime work shall be distributed on a fair and equitable basis among qualified employees within their Departments.

16.4 The employer shall provide reasonable notice of overtime assignments when practical, except for emergencies.

16.5 Hours worked for the purpose of computing overtime shall include only hours actually worked.

ARTICLE 17 - HOLIDAYS

17.1 Any full time employee is entitled to holiday benefits.

17.2 Subject to these rules, the following holidays shall be paid holidays for regular employees:

1. New Year's Day
2. President's Day
3. Patriot's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving
10. The day after Thanksgiving
11. The day before Christmas day
12. Christmas Day

17.3 If a regular holiday falls on the weekend, the employee shall receive either the preceding Friday or the succeeding Monday as a holiday (all employees will have the same day off) at the discretion of the Town Manager.

17.4 An employee on a leave of absence without pay shall not be entitled to holiday pay.

17.5 Holiday pay is considered up to eight (8) hours pay for hourly employees in accordance with the employee's daily schedule.

17.6 When occasion warrants, employee may be required to work whole or part of a holiday. Each non-exempt employee working a holiday shall receive straight holiday time pay plus their one and one-half hour pay for working on a holiday, and if the holiday is on a day off, employee is entitled to a day's holiday pay at straight time or equivalent compensation time.

17.7 In order to be eligible for holiday and/or premium pay for hours worked on a holiday, the employee must work the regular scheduled day before and the regular scheduled day after the holiday unless excused.

17.8 Christmas Bonus. All regular full time employees shall receive a Christmas Bonus of \$10.00 after one full year of employment and \$25.00 after two full years of employment by the Town. The Town may provide gift cards in lieu of the Christmas bonus. Employees must be employed by the Town on the day Christmas Bonuses are issued in order to receive the bonus.

ARTICLE 18 - VACATION LEAVE

18.1 Vacation privileges are available to full-time employees subject to the following conditions. Each full-time employee shall earn vacation with pay on the following basis:

After	Vacation Hours
1 year of service	two (2) weeks
5 years of service	three (3) weeks
10 years of service	four (4) weeks

18.2 The above shall apply to all Town employees that have accumulated time. All employees that have voluntarily terminated employment and have been rehired within one (1) year of termination will regain service time for the purpose of accrual rates after two (2) additional years of continuous service.

18.3 Vacations will be scheduled at such time or times as shall be mutually agreeable to the Department Heads and/or Town Manager. Employees will be given priority based on seniority in regard to the scheduling of vacation in cases where two employees request the same vacation days at the same time.

18.4 All employees' vacation allotment accrues on a monthly basis. Employees may accrue up to five weeks of vacation. Vacation time not taken after the accrual of five weeks shall be lost. Exception to this may be permitted for special reasons with the prior approval of the Town Manager. However, employees shall not receive vacation leave until they have completed their first six months of employment by the Town as a full time employee. Time used will be based on accrued time.

18.5 Employees may receive their vacation pay prior to the start of their vacation, but must advise the Finance Director in writing one (1) week in advance of vacation.

18.6 No employee shall be called into work during the employee's vacation except in the case of an emergency. In no case shall an employee be paid for both vacation and work time.

18.7 In the event of dismissal of any employee for just cause, said employee shall be entitled to vacation pay for all unused vacation.

ARTICLE 19 – SICK LEAVE

19.1 Sick leave usage shall be recorded regularly by payroll Finance Director. The Town Manager shall review all sick leave records periodically and shall investigate any cases of which indicate abuse of the privilege.

19.2 Eligible employees shall be entitled to one (1) work day for each full calendar month of service with leave accumulative. Employees shall be eligible to use sick leave after one full calendar month of service with the Town. For the purpose of this section, the first month of employee's service shall be counted as a full month of service if employment begins on or before the fifteenth (15th) of the month. Sick leave will accumulate to 130 days maximum.

19.3 An eligible employee shall be entitled to sick leave pay when, by reason of "non-service connected" disability injury or illness, the employee is able to perform none of the duties for which the employee is qualified.

19.4 An employee may use sick leave for the purpose of fulfilling a prescheduled dentist or doctor appointment, with at least forty-eight (48) hours' notice, excepting emergencies.

19.5 Sick leave may be used in emergency situations for attendance upon members of the family limited to the employee's parent, spouse, domestic partner, or child of the employee. This paragraph is intended to cover only those emergency situations where the nature of the illness is such that the employee themselves be available to care for their family. A doctor's certificate may be required by the Town Manager. This section is controlled by M.R.S.A. 26 section 636.

19.6 In any case, the Town Manager may, exercise his/her independent judgment, to require further evidence of a claim for sick leave, including a doctor's certificate, to establish the nature of the employee's disability and the employee's inability to perform the work assignment. Such evidence may be requested by the Town Manager after three (3) sick days have been utilized by the employee or in the instance where there is positive evidence of abuse of sick leave. This information must be provided by the employee. If there is doubt in the case where the Town Manager requests a doctor's certificate and the certificate is provided by the employee, the Town Manager may select a physician and the Town must bear any cost incurred.

19.7 Absence for a part of the day that is chargeable to sick leave shall be charged proportionately in an amount not smaller than one hour.

19.8 All sick-leave shall expire on the date of resignation or termination from the Town and no payment shall be made for that which expires.

19.9 If an employee is rehired at any time, no sick leave will be reinstated and employee must start over to accumulate sick pay.

19.10 Employees are entitled to utilize earned sick leave credits as maternity leave. After exhausting sick leave credits, no compensation shall be given by the Town except from existing insurances or future insurance plans.

19.11 If an employee goes a six-month period without using a full sick day, the employee will have one sick day converted to a personal day for use at the employee's choice subject to approval by the employee's supervisor.

ARTICLE 20 – SICK LEAVE DONATION

20.1 The purpose of the Town's Sick Leave Donation Policy is to provide additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury. The policy allows employees to voluntarily contribute leave to other employees. The purpose of the policy is not to provide unlimited paid sick leave, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

- A. Only employees that have been employed full-time continuously for at least 6 months are eligible to receive Sick Leave Donations.
- B. Eligibility is discontinued upon termination of employment, retirement or death. No payment of benefits will be made to survivors.
- C. This benefit is available to those employees who have completely exhausted all sick and vacation leave and who are not receiving MMEHT Income Protection Plan benefits or Workers' Compensation.
- D. An employee may receive a maximum of 8 weeks of sick leave pay through this donation policy.
- E. An employee may donate no more than 2 weeks of sick time, and donors must have a minimum balance of 13 Weeks after making a donation.
- F. Any employee who wishes to donate leave must sign a statement indicating the donation is voluntary. Donation forms will be submitted to the Human Resources Director.
- G. Sick Leave Donations may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner, or child with a serious health condition.
- H. Use of Sick Leave Donation benefits is considered under the provisions of the FMLA and any use is included in the 12 weeks of leave provided under this Act, if applicable.

20.2 An employee can initiate a donation request through the Human Resources Director within 2 weeks of exhausting their accrued leave benefits. The HR Director may also initiate the process when appropriate. The HR Director will send email notice of the request to all Department Heads for distribution. Employees who wish to donate sick leave must submit a donation form to the HR Director within a week. Donations will be received on a first come basis until the necessary sick leave has been donated up to the maximum extension available.

20.3 All sick leave will be administered in accordance with the American's with Disabilities Act and Family and Medical Leave Act requirements and with the Personnel Policy - Appendix Four, Family Medical Leave (FMLA) Leave of Absence.

ARTICLE 21 – WORKERS' COMPENSATION

21.1 The Town will pay the premiums for workers' compensation insurance. Employees who sustain injury on the job and are eligible for workers' compensation benefits shall not be paid sick leave and shall only receive the benefits allowed under the Maine Workers' Compensation Act.

21.2 Any employee who sustains illness or injury on the job shall be allowed to utilize accrued paid leave during the workers' compensation seven (7) day waiting period. The employee shall notify the employer through the normal process as to preference as soon as physically able. If no preference is requested, sick time will be charged first then other available accrued paid leave secondary.

21.3 When receiving workers' compensation, the employee will continue to accrue seniority and, for a maximum of twelve (12) months, the Town will pay health insurance premiums for the employee in accordance with the terms of the Agreement. During said period the employee will not continue to accrue additional vacation, holiday or sick leave.

ARTICLE 22 – LEAVES OF ABSENCE

22.1 Bereavement Leave – Employees shall be granted up to three (3) work days of leave because of death in his/her immediate family, as outlined below, and shall be paid at his/her regular rate of pay for scheduled work hours missed. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral. Additional time off may be given at the discretion of the Town Manager.

22.2 For purposes of this article only, immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren, and significant others determined by the Town Manager. One (1) workday may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

Any bereavement leave will be charged to sick leave.

22.3 Leave Without Pay – Under certain circumstances, employees may be eligible for leave without pay under the Town's Family Medical Leave policies or as an accommodation under federal or state law.

22.4 Jury Duty – The Town shall pay an employee called to jury duty his/her regular pay and the employee will provide his/her juror's pay to the Town by signing over his or her juror's pay to the town.

22.5 Military Leave of Absence – Any member of the Military forces, including the National Guard, and the Reserves of the United States of Armed Forces, who, in response to Federal or State orders, take military leave of absence from a position other than a temporary position in employ of any civilian employer, shall:

1. Give at least two (2) weeks' notice, if possible, to the Town of his/her absence for military duty.
2. Obtain confirmation from the Adjutant General, Camp Keyes or applicable Guard or Reserve Headquarters, of satisfactory completion of his/her military duties upon return to civilian employment or immediately thereafter.
3. Reinstatement. Any employee who is in compliance with these requirements and is still qualified to perform the duties of such position will be reinstated without loss of pay grade, seniority, benefits, status and any other incidences of advantages of employment as if he/she had remained continuously employed. The period of absence shall be construed as a Leave of Absence without pay.

ARTICLE 23 - SAFETY

23.1 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall work together to promote sound safety procedures and rules for the protection of employees and the public.

ARTICLE 24- UNIFORMS

24.1 The Town will rent and provide seven (7) sets of uniforms and one winter jacket in season through a uniform service for the use of the Building Custodian. The Town will pay for cleaning and rental of the uniforms. The Town will reimburse, upon submission of a receipt, the Building Custodian up to one hundred and fifty dollars (\$150) annually towards the cost of approved footwear.

ARTICLE 25 - BENEFITS

25.1 Health Insurance: Currently, eligible employees may enroll in the MMEHT PPO-2500 plan. The Town will pay one hundred percent (100%) of the employee premium and 50% of the dependent premium. The Town will provide each employee in the PPO-2500 plan annually with a \$2,500 health reimbursement account (HRA) to offset the employee's deductible if they have elected single coverage or a \$3,750 HRA to offset the employee's deductible if they have elected dependent coverage. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by the Maine Municipal Employees Health Trust. The current health insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee contributions shall be made through payroll deduction.

25.2 Dental Insurance: For all full-time employees, the Town offers Dental Plan "A" through

the Maine Municipal Employees Health Trust. The Town shall pay one hundred percent (100%) of the employee's dental insurance premium and zero percent (0%) for dependent coverage. Open enrollment and portability of spouses and dependents shall be in accordance with the law and rules and regulations as set forth by the Maine Municipal Employees Health Trust. The current dental insurance coverage may be changed as long as the level of benefits is equal to or greater than the existing plan. Employee contributions shall be made through payroll deduction.

25.3 Health Insurance Buy-out: Employees who are covered by a comparable group health insurance plan may, subject to the rules of the health insurance provider, drop entirely the Town's health coverage. In exchange, that employee will receive three (3) payments of five hundred dollars (\$500.00) during the course of the year, from which tax deductions shall be withheld. Re-enrollment in a plan may occur under the rules of open enrollment or if the employee is otherwise eligible under the Maine Municipal Employees Health Trust rules and regulations.

ARTICLE 26 - SUCCESSORS

26.1 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor upon written notice to said successor or assign.

ARTICLE 27 - RETIREMENT

27.1 In addition to Social Security, the Town participates in the Maine Public Employees Retirement System (MPERS). Participation in the Maine Public Employees Retirement System is voluntary. Employees and the Town shall contribute towards the regular plan AC at the applicable rates set by MPERS.

27.2 Employees who do not participate in a MPERS defined benefit plan will be eligible to participate in a MPERS 457 Deferred Compensation Plan in accordance with plan documents. The Town agrees to make matching contributions to the 457 Deferred Compensation Plan in a fixed amount equal to 100 % of the employee's contribution not to exceed 10% or the MPERS defined benefit employer rate of a Participants Compensation Plan, whichever is lower.

27.3 Employees who participate in a MPERS defined benefit plan who are eligible to participate in the Town's MPERS 457 Deferred Compensation Plan in accordance with plan documents may

do so. However, the Town will not provide any contribution to the 457 Deferred Compensation Plan for those employees.

27.4 Any employee who reaches retirement age as defined by MPERS, and wishes to file for benefits provided by MPERS may do so by tendering a retirement notice to the Town at time of filing for MPERS benefits. The notice shall be on the form provided for this purpose and shall include the last date of employment, along with any other information requested by the Town. For the purpose of this article, the retirement notice required herein is also considered notice of the employee's resignation from his/her position with the Town of Skowhegan.

27.5 Position Vacated - Effective on the day following the stated last date of employment, the position becomes vacant and open to any interested person who wishes to apply for appointment.

27.6 Eligibility to be Re-hired - Nothing in this policy shall be construed to guarantee continued employment beyond the retirement date. However, once the position is declared vacant, the retiring employee may apply for consideration for re-appointment along with any other interested applicants. The retired applicant's past work performance and personnel records may be considered as factors in the hiring process.

27.7 An employee that is rehired after filing for MPERS benefits will receive 95% of the compensation rate that they received prior to retirement. The employee's rehire date will serve as the new anniversary date for the purposes of pay increases and vacation accruals. Compensation shall remain at 95% after applicable pay increases. The employee shall receive two (2) weeks of non-accruing personal days annually. An employee that is rehired under these conditions may be employed by the Town for a maximum of five additional years. The employee will be responsible for the payment in lieu of contribution that is required during the period of re-employment at the applicable rate set by MPERS. An employee that is hired by the Town that is receiving MPERS benefits based on employment for another employer will be responsible for the payment in lieu of contribution required by MPERS.

27.8 Compliance with MPERS Rules Governing Return Employment - Retirees returning to employment after retirement from the town must first submit certification from MPERS that he/she has complied in every respect with Chapter 410 of the rules of MPERS regarding "employees returning to employment after retirement with same employer", and any other rules in effect at the time that would affect the validity of employment.

ARTICLE 28 - DURATION OF AGREEMENT

28.1 The provisions of this Agreement will be effective July 1, 2022 and will continue in full force and effect through June 30, 2025.

ARTICLE 29 - EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of June, 2022.

For Town of Skowhegan, Maine

Massachusetts and Northern NE Laborers' District Council

By [Signature]

By [Signature]

[Signature]

[Signature]

[Signature]

Jane Volk

[Signature]

APPENDIX "A"

WAGE COMPENSATION PLAN

Effective July 1, 2022

Steps	Class		
	1	2	3
1	\$14.31	\$15.37	\$17.23
2	\$14.67	\$15.75	\$17.66
3	\$15.03	\$16.15	\$18.10
4	\$15.41	\$16.55	\$18.55
5	\$15.80	\$16.97	\$19.02
6	\$16.19	\$17.39	\$19.49
7	\$16.60	\$17.82	\$19.98
8	\$17.01	\$18.27	\$20.48
9	\$17.44	\$18.73	\$20.99
10	\$17.87	\$19.20	\$21.52
11	\$18.32	\$19.67	\$22.06
12	\$18.78	\$20.17	\$22.61
13	\$19.25	\$20.67	\$23.17
14	\$19.73	\$21.19	\$23.75
15	\$20.22	\$21.72	\$24.35
16	\$20.73	\$22.26	\$24.95
17	\$21.24	\$22.82	\$25.58
18	\$21.77	\$23.39	\$26.22
19	\$22.32	\$23.97	\$26.87
20	\$22.88	\$24.57	\$27.54

- 1 Municipal Building Custodian
- 2 Department Administrative Assistant
Collections Clerk
- 3 Assistant Assessor

Effective July 1, 2023

Steps	Class		
	1	2	3
1	\$14.74	\$15.83	\$17.75
2	\$15.11	\$16.23	\$18.19
3	\$15.49	\$16.63	\$18.65
4	\$15.87	\$17.05	\$19.11
5	\$16.27	\$17.47	\$19.59
6	\$16.68	\$17.91	\$20.08
7	\$17.09	\$18.36	\$20.58
8	\$17.52	\$18.82	\$21.10
9	\$17.96	\$19.29	\$21.63
10	\$18.41	\$19.77	\$22.17
11	\$18.87	\$20.26	\$22.72
12	\$19.34	\$20.77	\$23.29
13	\$19.82	\$21.29	\$23.87
14	\$20.32	\$21.82	\$24.47
15	\$20.83	\$22.37	\$25.08
16	\$21.35	\$22.93	\$25.71
17	\$21.88	\$23.50	\$26.35
18	\$22.43	\$24.09	\$27.01
19	\$22.99	\$24.69	\$27.68
20	\$23.56	\$25.31	\$28.38

Job Classes

- 1 Municipal Building Custodian
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Effective July 1, 2024

Steps	Class		
	1	2	3
1	\$15.18	\$16.30	\$18.28
2	\$15.56	\$16.71	\$18.74
3	\$15.95	\$17.13	\$19.21
4	\$16.35	\$17.55	\$19.69
5	\$16.76	\$17.99	\$20.18
6	\$17.17	\$18.44	\$20.68
7	\$17.60	\$18.90	\$21.20
8	\$18.04	\$19.38	\$21.73
9	\$18.50	\$19.86	\$22.27
10	\$18.96	\$20.36	\$22.83
11	\$19.43	\$20.87	\$23.40
12	\$19.92	\$21.39	\$23.98
13	\$20.42	\$21.92	\$24.58
14	\$20.93	\$22.47	\$25.20
15	\$21.45	\$23.03	\$25.83
16	\$21.99	\$23.61	\$26.47
17	\$22.53	\$24.20	\$27.14
18	\$23.10	\$24.80	\$27.82
19	\$23.68	\$25.42	\$28.51
20	\$24.27	\$26.06	\$29.22

Job Classes

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