

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF WELLS

&

TEAMSTERS UNION LOCAL 340

FOR THE **GENERAL GOVERNMENT**
UNIT

DATES: July 1, 2023 To June 30, 2026

Table of Contents

ARTICLE 1 - PREAMBLE.....	4
ARTICLE 2 - RECOGNITION.....	4
ARTICLE 3 - NON-DISCRIMINATION.....	4
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 - UNION SECURITY	4
ARTICLE 6 - REGULAR EMPLOYEES.....	5
ARTICLE 7 - WAGES.....	5
ARTICLE 8 - HOURS OF WORK AND OVERTIME	5
ARTICLE 9 - SENIORITY	6
ARTICLE 10 - VACATION	6
ARTICLE 11 - HOLIDAYS.....	6
ARTICLE 12 - SICK LEAVE.....	7
ARTICLE 13 - PERSONAL DAYS	8
ARTICLE 14 - PANDEMIC POLICY	8
ARTICLE 15 - JURY DUTY.....	8
ARTICLE 16 - BEREAVEMENT LEAVE	8
ARTICLE 17- MILITARYLEAVE	9
ARTICLE 18 - FAMILY MEDICAL LEAVE AND PARENTAL LEAVE.....	9
ARTICLE 19 - AMERICANS WITH DISABILITIES ACT.....	9
ARTICLE 20 - INCLEMENT WEATHER.....	9
ARTICLE 21 - INSURANCES	9
ARTICLE 22- RETIREMENT.....	10
ARTICLE 23 - BULLETIN BOARDS.....	11
ARTICLE 24- STEWARDS AND ALTERNATES	11
ARTICLE 25 - ACCESS TO PREMISES	11
ARTICLE 26 - UNIFORMS AND EQUIPMENT	11
ARTICLE 27 - STRIKES.....	12
ARTICLE 28 - GRIEVANCE PROCEDURE	12
ARTICLE 29 - SEPARATION FROM EMPLOYMENT	13
ARTICLE 30 - PAYROLL DEDUCTIONS.....	13
ARTICLE 31 - WORK RULES/RULES OF DISCIPLINE	14

ARTICLE 32 - PERSONNEL FILE..... 14
ARTICLE 33 - HEALTH AND SAFETY 14
ARTICLE 34 - POLITICAL ACTIVITY..... 15
ARTICLE 35 - SAVINGS CLAUSE 15
ARTICLE 36 - UNION MEETINGS..... 15
ARTICLE 37 - UNION STEWARD 15
ARTICLE 38 - D.R.I.V.E. AND CREDIT UNION..... 15
ARTICLE 39 - DURATION OF AGREEMENT 16
APPENDIX A - WAGES..... 17

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of Chapter 9-A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this Agreement is made and entered into by and between the Town of Wells, Maine, hereinafter referred to as the "Town," and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for Police Executive Assistant, Police Administrative Assistant, Animal Control Officer, Fire Executive Assistant, Deputy Town Clerk/Office Manager, Deputy Town Clerk/Register of Voters, Accountant, Assistant Tax Collector, Assistant Tax Collector/BMV Agent, Assistant Code Enforcement Officer, Assistant Planner, CEO (Code Enforcement Officer) Administrative Assistant, Assessing Clerk, Deputy Assessor, Assistant Town Clerk, Assessing Technician, General Assistance.

ARTICLE 3 - NON-DISCRIMINATION

Employees covered by this Agreement shall have the right to join or refrain from joining the Union. No member of the bargaining unit shall be favored or discriminated against, either by the Town or by the Union because of membership or non-membership in the Union.

The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment, or in any way deprive any individual employee of employment opportunities because of such individual's race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, pregnancy, veteran status, sexual orientation, gender identification, except where based on a bona fide occupational qualification.

ARTICLE 4 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. 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 5 - UNION SECURITY

All employees shall have the right to join the Union, except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of their membership or non-membership in the Union. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

It is understood that the Town will only collect dues and service fees when the Union presents the Town with the employee's signed payroll deduction authorization form after the employee has completed their six (6) months probationary period. It is also understood that the Town will not be required to take

any disciplinary action against any employee who does not sign a payroll deduction authorization form.

Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance as set forth in Title 26 MRSA, Chapter 9-A, Section 962(6).

Indemnification. The Union shall indemnify, defend, and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues, service fees and initiation fees.

ARTICLE 6 - REGULAR EMPLOYEES

All persons within this unit who have worked at least six (6) months of continuous employment shall be considered regular employees and shall be subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A, Section 962(6). Employees with less than six (6) months on the job shall be considered probationary employees, subject to all provisions of this Agreement, except that they may be terminated without recourse to the grievance procedure.

ARTICLE 7 - WAGES

See Appendix A

At the discretion of the Town Manager, applicants may be hired at a rate of pay and vacation accrual above the "starting" wage and vacation scale for that position, based upon the applicant's prior experience.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

A. The standard workweek for full-time employees covered by this contract shall consist of 40 hours worked within seven consecutive days (24 hours), unless otherwise specified in the job description or at the time of appointment. The workweek will be comprised of five days Monday through Friday with the official work week and weekly pay period for all employees shall begin Tuesday at 12:01 am and end on Monday at 12:00 midnight. The Animal Control Officer works a non-traditional 40-hour workweek.

B. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws and regulations. Overtime is payable for all hours worked over forty (40) hours per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Overtime is payable for only actual hours worked over forty (40) hours per week, at a rate of one and one-half times the non-exempt employee's regular hourly rate, Holiday hours, vacation, personal, and bereavement paid in any week will also count as "hours worked" for overtime purposes.

C. Overtime compensation shall be paid either in the form of wages or compensatory time off. Employees must specify whether they prefer to receive overtime pay or be credited with compensatory time off prior to working the overtime hours. An employee who does not request compensatory time off will receive overtime wages. Employees may accrue up to 40 hours of compensatory time, which they shall be eligible to use when requested, unless use at the requested time would unduly disrupt the operations of the department.

D. If the Animal Control Officers schedule is changed the employee shall have an opportunity to provide comments before the change is implemented. For call backs the Animal Control Officer shall receive a minimum of two hours pay at time and one half (1 ½) their regular hourly rate.

E. Flexible Work Schedules - Subject to advance Department Head approval, a non-exempt employee may "flex" their time within a single workweek when it will not adversely impact service to citizens or

create a burden for other employees. Hours shall not be flexed over a two-week period.

It is the responsibility of each Department Head to ensure that the department's work hours are adhered to by all employees and to review employee job duties as needed to ensure employee workloads are reasonable and distributed as evenly as possible.

ARTICLE 9 - SENIORITY

The Town agrees to establish a seniority list naming all unit employees listing their latest date of hire with the Town, date of hire with their current department and date of hire with their current position. The Town shall supply a seniority list on the first working day in a new calendar year to the Shop Steward and the Union Business Agent.

ARTICLE 10 - VACATION

A. Regular full-time employees covered under this agreement are entitled to the following accrued vacation benefits:

Months from/to	Mthly. hrs.	Yrly. hrs. hours	Max Accrued
0 to 24 months	6.667	80	160
25 to 48 months	8.00	96	192
49 to 108 months	10.00	120	240
109 to 168 months	12.00	144	288
169 to 228 months	14.667	176	352
229 months +	16.667	200	400

B. Vacations shall be scheduled at a time mutually agreed upon between the employee and the appropriate department head or their designee. Any day taken without prior agreement by the department head, or their designee will be considered an unexcused absence. Vacation time will not continue to accrue while an employee is out on unpaid leave.

C. The parties agree that the first forty (40) hours of vacation time used each year satisfies the Maine Earned Paid Leave statute and acknowledge that the accrual rates for vacation time exceed the requirements of the Maine Earned Paid Leave statute.

ARTICLE 11 - HOLIDAYS

Town holidays are as follows:

- New Year's Day
- Martin L. King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The above is to be defined as follows:

- An eligible employee who works on a holiday will be paid holiday pay (straight hours of employee's regularly scheduled day). Any hours worked on the holiday will be at the rate of time and 1/2 their regular hourly rate.
- If a holiday falls on a day any employee is normally scheduled to work, they shall be paid for the normal hours they work for that day.
- If the Animal Control Officer works on a holiday, they shall take another day off during the same work week.

Employees out on unpaid leave will not be paid for holidays that occur during the unpaid leave.

ARTICLE 12 - SICK LEAVE

- A. Regular full-time employees shall be entitled to accumulate one eight-hour day of sick leave per month, and regular part-time employees eligible for benefits shall be entitled to accumulate a number of hours based on their regular work week schedule. Employees out on unpaid leave will not continue to accrue sick leave during the unpaid leave.
- B. To obtain paid sick leave, an eligible employee shall notify their department head of their absence no later than the time they are due to report for work.
- C. If an employee is absent for more than three (3) consecutive days, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from their physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of
the cost for the visit which is not covered by medical insurance.
- D. The Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the Union, the Town and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The costs of such exam by a third doctor to be shared by both parties. Sick leave shall not be used for illness or injury which results directly from outside employment.
- E. On separation, an employee is entitled to be paid for 1/3 of the total unused sick leave, to a maximum of 40 days. The amount of payment shall be calculated based on the employee's straight-time hourly rate of pay on the date of separation. Payment shall be subject to the following:
 1. All employees must provide a minimum of fourteen (14) calendar days' notice.
 2. Employees who are dismissed for cause shall not be eligible for payment of unused sick leave.
 3. Employees who are on layoff and choose to receive the one-third payment shall have the option of restoring the accumulated sick leave by returning the one-third payment should they be recalled.
 4. Upon an employee's death, 100% of earned and accrued sick time shall accrue to the employee's designated beneficiary or estate.
- F. Employees will be allowed to utilize up to forty (40) hours of sick leave per year to care for their

spouse, parents, or children.

ARTICLE 13 - PERSONAL DAYS

Personal Days: Members of the bargaining unit shall be provided two (2) personal days annually on or about July 1st. The personal days shall have no cash out value, nor shall they be carried over into the following year.

ARTICLE 14 - PANDEMIC POLICY

If there is a Federal or State pandemic and an employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing symptoms and seeking a medical diagnosis, the Town of Wells will pay them for their absence at the employee's regular rate of pay without requiring use of the employee's own paid time.

If an employee does not follow the prescribed guidelines following a pandemic, on their own time or while at work, and they are unable to work, they will be required to use their own paid time for their absence.

If the federal or state government provide paid time off during an event, the employee shall not receive payment from the employer, unless it is less than the employee's regular hourly rate of pay.

The Town Manager shall oversee this policy and work with Department Heads when or if this occurs.

ARTICLE 15 - JURY DUTY

An employee called to serve on a jury shall be permitted to serve on that jury, and the Town shall pay the employee the balance between the employee's regular compensation and the compensation the employee receives as a juror. An official document of jury compensation must be presented to receive commensurate pay. An employee who is serving on a jury shall report to his or her work location whenever they are not required to be at the courthouse during regular work hours.

ARTICLE 16 - BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, legally recognized partner, child, mother, father, the employee shall be granted five days' leave of absence, with full pay, to make household arrangements and arrange for or attend death services. In cases where travel arrangements or other unusual circumstances prevail, the Town Manager may, at their discretion, grant additional time, which the employee may take without pay.

In the event of the death of an employee's sister, brother, stepparents, stepchildren, grandmother, grandfather, spouse's grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be granted up to three days' leave of absence, with full pay, to make household adjustments and arrange for or attend the death services. This provision shall also apply to out-of-Town deaths. The employee may be required to furnish their immediate supervisor with proof of death. For relatives other than those mentioned above, such as aunt, uncle, niece, nephew or first

cousin, one day's leave, with pay, to attend the funeral will be granted. The Town Manager may grant additional leave, paid or unpaid, under this subsection in unusual or exceptional circumstances.

ARTICLE 17- MILITARY LEAVE

Employees shall be granted military leave of absence pursuant to USERRA, without loss of seniority, to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal weekly salary for National Guard training up to seventeen (17) days per calendar year.

ARTICLE 18 - FAMILY MEDICAL LEAVE AND PARENTAL LEAVE

The Employer agrees to integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid sick leave must be used when an employee is on Family and Medical Leave, the remaining Family Medical Leave shall be unpaid. The employee may elect to utilize their vacation time after they have exhausted their sick time. The balance of Family Medical Leave will be unpaid leave. Employees on unpaid leave shall not accrue or be eligible to earn or be paid for any additional paid leave (including sick time, vacation time, or holiday pay) during any such unpaid leave periods. The Employer reserves the right to designate any qualifying leave as leave under the provisions of the Family Medical Leave Act.

Parental Leave – A regular full-time employee who has completed at least one full year of employment with the Town will be granted an additional two (2) weeks of paid sick time upon the birth or adoption of their child to be used concurrently with Family Medical Leave and supplemental to short-term disability coverage, if applicable, approved for the same reason. Such time shall be in addition to the employee's current paid sick time balance.

Parental leave expires twelve (12) months after the date of birth or placement. Effective 1-1-2026, the new State of Maine Paid Family Medical Leave law will supersede this section.

ARTICLE 19 - AMERICANS WITH DISABILITIES ACT

The Employer will notify the Union as soon as it becomes aware of any situations concerning an existing employee requiring a reasonable accommodation within the terms of the Americans with Disabilities Act. The Employer will provide the Union with all relevant information and will bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

ARTICLE 20 - INCLEMENT WEATHER

During inclement weather, all Town facilities are expected to remain open during their respective hours and days of operation. In the event of extremely adverse weather conditions, the Town Manager or designee shall determine if employees may be relieved of duty and when Town facilities are to be closed.

If the Town Manager closes the office, employees will be paid for the time the office is closed, and employees are not required to use their accruals, even if they had a pre-planned day off.

ARTICLE 21 - INSURANCES

Health Insurance. The Town will continue to participate in the Allegiant Care NGA4B health insurance plan or its substantial equivalent, during the term of this Agreement.

The Town will be responsible to pay 80% of the plan premium with the employees paying all additional cost for the Allegiant Care NGA4B insurance plan which shall be deducted from the employees' pay checks.

Part-time employees are eligible to receive employer paid health insurance on a pro-rata basis.

- A. The Town will allow employees covered by this Agreement to participate in the Town's "buy-out" insurance procedures. Employees electing to participate in the buyout program shall receive 60% of the Town's annual single premium to be distributed yearly in the month of December. To qualify for the "buy- out" the employee must annually provide a written certification that the employee and their tax dependents have health coverage from another source that is not an individual policy.
- B. Married or legally partnered Town employees who both work for the Town are eligible for the buy-out plan or the partner may take their insurance plan at a single rate.

So long as there is no break in coverage, a member of the bargaining unit who retires under a recognized plan with the Town, after attaining at least age sixty (60) with ten (10) years of service may continue to be included by the Town with the active group for purposes of continuing their health insurance by remitting to the Town the full amount of the monthly contributions that is required under the collective bargaining agreement, as long as full monthly payment is made by the first of the active month. Upon reaching the age of eligibility for Medicare the retiree no longer qualifies for group health insurance, and the Town shall not contribute to any such retiree's participation thereafter.

The Town will offer a Section 125 reimbursement accounts to all eligible Town employees under this agreement.

Disability Insurance. The Town agrees to offer the employees a weekly income protection plan, starting within sixty (60) days of ratification of this agreement. The cost of disability insurance plan shall be the responsibility of the employees. The plan will pay the employee a minimum of seventy percent (70%) of their weekly base pay. The employee may elect to use accumulated sick time to make up the remaining thirty percent (30%). This plan provides income protection from the first day on accident: eight day on sickness and is available for up to 26 week's duration. Sick leave can be used for the first eight days. If accident/illness is covered by worker's compensation, then this benefit is not applicable.

Life Insurance. Employees may subscribe to additional Life Insurance as provided by the Life Insurance Carrier. Such additional insurance will be paid by the employee through payroll deduction.

ARTICLE 22- RETIREMENT

Union employees shall be able to participate (depending upon eligibility), with a contribution from the Town, in only one of the following retirement plans:

- A) Mission Square. The Town agrees to match the employee's contribution to the Mission Square Plan up to a maximum of seven percent (7.0%) of the employee's gross wages. The Town match will go into the Mission Square 401 plan only; the employee contribution will go into the Mission Square 457 plan. Part-time employees may participate fully in the Mission Square benefit.

OR

B) MainePERS AN Plan. The Union and the Town agree to participate in the MainePERS AN Plan. The Town and the participating unit member shall each pay their respective contribution to MainePERS as may be set annually by MainePERS. Effective 7-1-2024, employees who are already in the MainePERS AN plan shall be converted to the AC plan.

ARTICLE 23 - BULLETIN BOARDS

The Town agrees to maintain a bulletin board with a side set off for the use of the Union notices. The Union shall limit its posting of notices and bulletins to the board provided.

ARTICLE 24- STEWARDS AND ALTERNATES

A) The Town recognizes the rights of the Union to designate one (1) Steward and one (1) Alternate. The authority of the Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information has been reduced to writing.

B) The time spent by the Steward or Alternate during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the Department Head and shall be limited to two (2) hours per week for the Steward and Alternate combined. Such time spent in the duties and activities described in this Article shall be considered time worked and shall be computed in calculating overtime hours.

With the permission of the Town Manager, the Steward or Alternate may be allowed time off without pay to attend official Union functions (such as an annual convention) for up to five (5) days per year provided that the request is made in writing at least ten (10) working days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said Steward or Alternate.

ARTICLE 25 - ACCESS TO PREMISES

Authorized representatives of the Union (not employees in the unit) may enter Town premises during normal working hours for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged by the permission of the Town Manager and shall not interfere with departmental operations. Discussions with unit employees shall take place in the Meeting Room. The Town may require the showing of positive identification.

ARTICLE 26 - UNIFORMS AND EQUIPMENT

The Town shall continue to provide the Assistant Code Enforcement Officers and Deputy Assessor the following:

- 1 Pair steel toed boots or sneakers per year
- 3 Long sleeve shirts per year
- 3 Short sleeve shirts per year
- 2 Baseball Style hats per year
- 1 Winter Coat per year
- 1 Three season coat/ reflective jacket with lettering per year
- 1 Pair of gloves per year

The Town shall provide the Animal Control officers the following:

- 2 Long sleeve uniform shirts
- 2 Short sleeve uniform shirts
- 2 Pair of uniform pants
- 2 Pair of uniform shorts
- 1 Pair of summer footwear
- 1 Pair of winter footwear
- 1 Summer uniform jacket
- 1 Winter uniform jacket
- 1 Necktie, 1 Tie bar, 1 set of collar brass, 1 Nametag, 2 Badges
- 1 Black uniform belt

The town will replace the above list on an "as needed" basis.

ARTICLE 27 - STRIKES

The Union agrees that the union, its officers, and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

ARTICLE 28 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this Agreement.

- A. The aggrieved employee or employees shall present the grievance to the Shop Steward or Alternate.
- B. The Shop Steward or Alternate shall take the matter up with the Department Head within ten (10) business days from the date they received the grievance. Both parties shall attempt to arrive at an informal resolution of the problem.
- C. If the Shop Steward or Alternate are unable to resolve the grievance informally pursuant to Step (B) hereof, the Shop Steward or Alternate shall within ten (10) business days of the meeting with the Department Head, submit the grievance in writing, to the Town Manager, and Union Business Agent.
- D. The Town Manager shall render a decision in writing to the Shop Steward or Alternate and Union Business Agent within ten (10) business days from the date of receipt of the written grievance as provided pursuant to Step (C) hereof.
- E. In the event that the decision of the Town Manager as rendered pursuant to Step (D) hereof is unacceptable to the Union, the Union shall, within ten (10) business days from the receipt of the Manager's written response, notify the Manager, or designee, and arrange for a date to meet

and take up the matter. Such meeting will be held within ten (10) days of such request.

- F. In the event the Union and Town are unable to resolve the grievance as a result of the Step (E) meeting, the Union may, within ten (10) business days of the Step (E) meeting, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation becomes unavailable, the Federal Mediation and Conciliation Service or a mutually agreeable single arbitrator.
- G. The arbitrator shall have no authority to add to, subtract from, or modify the specific provisions of this Agreement.
- H. The arbitrator's decision shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and final argument.
- I. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
- J. The time limits for the processing of grievances may be extended by telephone followed by a written request, but only with the consent of both parties.
- K. All grievances shall be initiated not later than thirty (30) calendar days after the occurrence of the event giving rise to the grievance or knowledge thereof.

Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievances as set forth in Title 26, MRSA.

ARTICLE 29 - SEPARATION FROM EMPLOYMENT

Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day, provided all issued clothing and equipment has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment fourteen (14) calendar days prior to such termination. Failure to provide such notice shall be grounds for the Town to refuse to re-employ said employee.

ARTICLE 30 - PAYROLL DEDUCTIONS

- A. The Town shall deduct regular monthly dues and fees (including agency fees, or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Secretary Treasurer of the Local Union as to the amount of the dues and fees. Such Authorization shall be for the life of the Agreement or their employment, if shorter, and shall be continued thereafter if an Agreement exists between the employer and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the Agreement of their desire to revoke their authorization for check off.
- B. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the tenth (10th) day of each month following the month in which deductions are made.
- C. Delinquent Dues — Upon notification by the Union of delinquent dues or fees and authorization from the employee, the employer shall deduct the delinquent dues or fees in addition to the deduction for regular dues or fees.
- D. The Union shall indemnify 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 or fees and remitting the same to the Union pursuant to this Article.

ARTICLE 31 - WORK RULES/RULES OF DISCIPLINE

A) The Town may adopt disciplinary rules and work rules which will be posted from time to time during this Agreement. All rules and amendments thereto shall be forwarded to the Shop Steward or Alternate and Business Agent, who shall have ten (10) working days to request a meeting to confer concerning the proposed changes. If no such request is received, the changes shall go into effect.

B) All suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and written reasons for suspensions or discharge shall be stated in writing to the affected employee at the time of suspension. A hearing will be held before any employee is terminated.

C) Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels he has been wronged. The disciplinary measure stands should he be found to have violated the rules and regulations or any provisions of this Agreement.

ARTICLE 32 - PERSONNEL FILE

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the member.

Upon request, a member shall have the right to inspect their official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager. A member shall have the right to make duplicate copies for their own use. No records shall be withheld from a member's inspection. A member shall have this right to have added to their personnel file a written, signed, and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the member's file without first providing a copy to the member.

No written reprimand which has not previously been the subject of a meeting shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Manager thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

ARTICLE 33 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations subject to restrictions of this Agreement.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems an assigned Town's vehicle or equipment to be unsafe, they shall notify their supervisor who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

ARTICLE 34 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political services from any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

ARTICLE 35 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any state laws, such conflicts shall not affect the validity of the remaining provisions.

ARTICLE 36 - UNION MEETINGS

The Union may conduct its business, including the conduct of Union meetings, at the Town Hall. The conduct of Union Business shall not create an undue burden to the normal activities of the Town.

ARTICLE 37 - UNION STEWARD

When disciplinary action is likely to result to an employee, she/he shall have the right to be represented or accompanied by the Union Steward or other Union Representative when appearing before the Town Manager, or their designee.

ARTICLE 38 - D.R.I.V.E. AND CREDIT UNION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to the D.R.I.V.E. national headquarters on a monthly

basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan.

The Employer agrees to deduct amounts each payroll from wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable financial institution each month. There will be no remittance to the financial institution for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

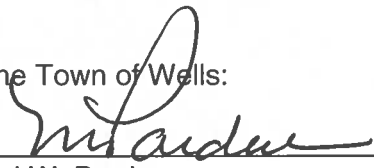
ARTICLE 39 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of **July 1, 2023** and shall remain in full force and effect until **June 30, 2026**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

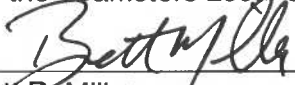
5TH day of December, 2023, to be effective as of July 1, 2023.

For the Town of Wells:

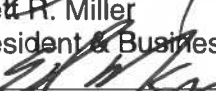


Michael W. Pardue
Town Manager

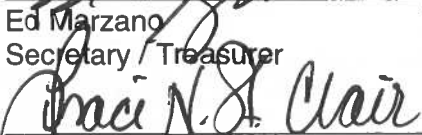
For the Teamsters Local Union No. 340:

 12/5/23

Brett R. Miller
President & Business Agent

 12/7/23

Ed Marzano
Secretary / Treasurer

 12/1/23

Traci St. Clair
Business Agent

