

**TOWN OF WINSLOW, MAINE  
REGULAR COUNCIL MEETING  
& PUBLIC HEARING  
December 8, 2014  
7:00 p.m.**

**PUBLIC HEARING**

1. Ordinance No. 7-2014: Providing for an Amendment to Winslow Zoning Ordinance Sec. 14-45, Low Density Residential District Sec. 14- 84, Definitions and adding Sec. 14-65C to Article 6, all having to do with Companion Animals.

**REGULAR COUNCIL MEETING**

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (November 10)
4. Communications
  - a. Legislative Report
  - b. Other
5. Reports of Committees and Commission
  - a. Town Manager's Report
  - b. Department Reports
  - c. Finance Committee Report (Treasurer's Warrants)
  - d. Financial Report.

**TABLED BUSINESS**

1. Resolution No. 13-2014: Providing for Approval for an Assignment of the Franchise and the Cable System to Comcast Corporation. (One Reading) Sponsored by Gerald Saint Amand.
2. Order No. 7-2014: Providing for the Authorization for the Town Manager to Re-Roof the Fire Department Roof with a fully tapered EPDM Roof at a cost not to exceed \$84,000. (Second Reading) Sponsored by Gerald Saint Amand.
3. Ordinance No. 7-2014: Providing for an Amendment to Winslow Zoning Ordinance Sec. 14-45, Low Density Residential District Sec. 14- 84, Definitions and adding Sec. 14-65C to Article 6, all having to do with Companion Animals. (Second Reading) Sponsored by Catherine Nadeau.

## Winslow Town Council Agenda

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4. Ordinance No. 8-2014: Providing for Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance. (First Reading) Sponsored by Ben Twitchell.

### UNFINISHED BUSINESS

1. Order No. 20-2014: Providing for the authorization for the Town Manager to sign a Quitclaim Deed that releases the Town's interest in a parcel of land described on Tax Map 7, Lot 30-001 to Kenneth and Mary Ellen Fletcher. (Second Reading) Sponsored by Gerald Saint Amand.

### NEW BUSINESS

1. Order No. 21-2014: Providing for the Acceptance of a Labor Contract Between Council #93, AFSCME, AFL – CIO (Winslow Fire & Public Works Employees) and the Town of Winslow. (First Reading) Sponsored by Gerald Saint Amand.
2. Order No. 22-2014: Providing for the authorization for the Town Manager to Sign a Sixty (60) Month Municipal Lease Purchase Agreement with US Bank for a Wide Format Color Printer/Scanner at a Total Cost of \$14,640. (First Reading) Sponsored by Gerald Saint Amand.
3. Order No. 23-2014: Providing for the Sale of Town Owned Property located at 120 Halifax Street (Tax Map 26, Lot 141). (First Reading) Sponsored by Gerald Saint Amand.
4. Resolution No. 29-2014: Providing for Approval of Application for an Automobile Graveyard/Junkyard Permit for Randall Fredette d/b/a/ Babe's Garage, Frawley Street. (One Reading) Sponsored by Gerald Saint Amand.
5. Resolution No. 30-2014: Providing for a Pawnbroker's License for: James A. Smith d/b/a Jim's Gun Shop, 46 Bay Street. (One Reading) Sponsored by Gerald Saint Amand.
6. Resolution No. 31-2014: Providing for a Pole Permit-N.N.E.INC. (Fairpoint) and Central Maine Power Company- Plan No. 1000540594. (One Reading) Sponsored by Gerald Saint Amand.
7. Resolution No. 32-2014: Providing for Authorization for the Town Manager to accept Ownership of the 1804 Schoolhouse on the Cushman Road from the heirs of Francis Giddings. (One Reading) Sponsored by Raymond Caron.

### ADJOURN COUNCIL MEETING



# Town Manager's Report to the Town Council

Submitted by:  
Michael W. Heavener  
December 3, 2014

Town of Winslow - In the heart of Central Maine representing People, Pride and Progress.

## MSW COMMITTEE UPDATE

The Municipal Solid Waste (MSW) Committee held its first meeting on November 20, 2014. The Committee identified four primary issues as follows:

### How will future curbside MSW be collected?

*Our trash truck will need to be replaced in the near future. Do we contract the service, Automate or is it business as usual?*

### How do we reduce our costs?

*With an anticipated increase in tipping fees what strategies can we utilize to reduce our costs?*

### What will be the most cost effective and sustainable MSW disposal method post-2018?

*When our PERC contract expires we will likely need to decide what our new MSW disposal system will be.*

### How do we create consistency with the collection of MSW from Multi-family units?

*We currently collect MSW from some Multi-family units but not others.*

The Committee then developed the following strategy to help address the issues identified above:

- 1) The MSW Committee will review the work of Waterville's MSW Committee by meeting with Waterville's PW Director.
- 2) The Committee will then review the MRC vs PERC Option for post 2018. During this review the Committee will have a conversation with our PW Director in an effort to identify best practices in MSW curbside pick up.
- 3) The Committee will have a conversation with neighboring communities and the Waterville/Winslow Solid Waste Corp. to measure their interest in collaborating with us on our post 2018 planning process.
- 4) Based on the Committee's reviews and conversations the Committee will present the Town Council with a written purpose statement and proposed objectives for identifying

post 2018 options. The Committee will recommend to the Town Council that the MSW Committee be expanded to include business owners and citizens and will provide the Council with names for appointment to the committee.

5) At the conclusion of its work the MSW Committee will present the Town Council with options for post 2018 along with their recommendations.

## 1804 SCHOOLHOUSE UPDATE

In the Council Packet is Resolution No. 32-2014, which if approved will authorize me to accept ownership of the 1804 Schoolhouse on the Cushman Road from the heirs of Francis Giddings. Attached to this report are my responses to Councilor Fletcher's questions regarding the Schoolhouse.

I will also point out that the heirs of Francis Giddings have not yet paid the FY 2013 property taxes (\$373.87) for the Schoolhouse. If the taxes remain unpaid then we will foreclose on the property in February unless the Town Council wishes to waive the foreclosure.

## PROPOSED BUDGET WORKSHOP SCHEDULE

Attached to this report is a proposed schedule for our upcoming budget workshops. Please review the schedule and let me know if you have any suggested changes.

## FIRST TOWN COUNCIL MEETING IN 2015

The first Town Council meeting in 2015 will be held on Friday, January 2, 2015 at noontime. Newly Elected Town Councilor Patricia Ayer and re-elected Councilors Steve Russell and Jerry Quirion will be sworn-in during the meeting.



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5. The facility does not have electricity, water, or sewer utilities. Documentation will be needed to verify that there will not be a need to provide these utilities in the future.

A) The following is an email from Winslow's CEO regarding this question:

*Mike:*

*The school house being on the National Registry as a Historic Building, the intent is/would be to keep it in its original condition as much as possible. As long as the building is used as a static display all that is required is the Town Maintain it.*

*If in the future it is decided to allow a use in the building, then only the minimum utilities to accommodate the use have to be installed and even then these could be temporary and separate units.*

*Dabney Lewis  
Code Enforcement Officer*

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6. Does the existing conditions meet all appropriate ADA, Life Safety Code, egress, etc standards? What documentation can be provided to substantiate that all relevant existing codes and standards are being met?

A) See the CEO's email above. I also spoke with Mike Leighton from the State and he said such structures are exempt from meeting ADA requirements. The Fire Marshal's Office confirmed this by indicating they do not enforce ADA requirements on such structures. They deferred to the local fire chief. I spoke with Chief LaFountain and he suggested using a portable ramp to allow access but he said he would not require it.

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7. During 2013 and 2014 ytd, what has been the frequency of use (how many times, number of people, total hours of use, for what purpose) ?

A) This is unknown.

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8. A Letter of Intent (or equivalent) from the Winslow Education Dept. will be needed to verify that the Education Dept. intends to utilize the Schoolhouse and will continue to use in the foreseeable future. This should also include the expected number of hours per year and number of students who will be taking part.

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9. Who will be responsible to manage access and the maintenance of the structure (i.e. Parks & Rec, Public Works, or other)?

A) The Parks & Rec Director will handle this.

**Key Questions and information to be considered regarding the 1804 Schoolhouse: Responses by Michael Heavener (12/03/2014).**

1. The July 2014 projection to repair the schoolhouse was \$1100. The Town Manager has a new estimate of ~ \$13,500+ to repair the identified existing structural deficiencies. Which account will pay for the repairs?

A) The estimated cost to restore the structure for the period is as follows:

Masonry Repairs:	13,500
Repoint to chimney in attic:	500
Cap ridge boards w copper	1,200
Repair wood trim (4 windows)	<u>300</u>
TOTAL	15,500

The estimated cost to repair the structure not to period standards is as follows:

Masonry Repairs:	3,000
Repoint to chimney in attic:	500
Cap ridge boards w copper	1,200
Repair wood trim (4 windows)	<u>300</u>
TOTAL	5,000

I recommend that the Parks & Rec Recreation Development (Capital) account be used for maintenance and upkeep.

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2. Is the annual ongoing maintenance cost still estimated to be \$500?

A) After the initial repairs it is likely \$500 annually will cover the expenses.

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3. Why did the Winslow Historical Society cease to exist and was unable to maintain the schoolhouse?

A) During the flood of 1987 the Historical Society lost most of its assets. After the flood some key members moved away and others developed health issues. As a result, the Historical Society was disbanded.

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4. What are the indications that there is meaningful and measurable community support for maintaining the Brick Schoolhouse as an education and/or visitor site?

A) I am not aware of any indicators providing us with the meaningful and measurable level of community support, other than the School Department's interest in using the schoolhouse for educational purposes.

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5. The facility does not have electricity, water, or sewer utilities. Documentation will be needed to verify that there will not be a need to provide these utilities in the future.

A) The following is an email from Winslow's CEO regarding this question:

*Mike:*

*The school house being on the National Registry as a Historic Building, the intent is/would be to keep it in its original condition as much as possible. As long as the building is used as a static display all that is required is the Town Maintain it.*

*If in the future it is decided to allow a use in the building, then only the minimum utilities to accommodate the use have to be installed and even then these could be temporary and separate units.*

*Dabney Lewis  
Code Enforcement Officer*

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6. Does the existing conditions meet all appropriate ADA, Life Safety Code, egress, etc standards? What documentation can be provided to substantiate that all relevant existing codes and standards are being met?

A) See the CEO's email above. I also spoke with Mike Leighton from the State and he said such structures are exempt from meeting ADA requirements. The Fire Marshal's Office confirmed this by indicating they do not enforce ADA requirements on such structures. They deferred to the local fire chief. I spoke with Chief LaFountain and he suggested using a portable ramp to allow access but he said he would not require it.

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A) This is unknown.

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8. A Letter of Intent (or equivalent) from the Winslow Education Dept. will be needed to verify that the Education Dept. intends to utilize the Schoolhouse and will continue to use in the foreseeable future. This should also include the expected number of hours per year and number of students who will be taking part.

---

9. Who will be responsible to manage access and the maintenance of the structure (i.e. Parks & Rec, Public Works, or other)?

A) The Parks & Rec Director will handle this.

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10. If the Town (taxpayers) take responsibility for the facility, what would be the recourse if it is determined in the future that there is not a need and/or the burden is too great which results in the Town deciding to dispose of the building and land? Will the Town be able to transfer ownership to some entity that can assume responsibility for the site and structure? Could the Town decide to demolish the structure?

A) If the schoolhouse is conveyed to the town with no restrictions then the town can dispose of the property as it sees fit. I spoke with the Maine Historic Preservation Commission and they currently have no restrictions on the structure.

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11. If the structure is of such historic significance, would the State be interested in taking ownership now?

A) The State is not interested in the schoolhouse because it is of local significance only. The State primarily handles forts which have a more statewide significance.

## FY 2015 / 2016 Proposed Budget Preparation Schedule

Wednesday March 4th at 7:00 pm	Monday March 16th at 7:00 pm	Wednesday March 18th at 7:00 pm	Monday March 23rd at 7:00 pm	Monday March 30th at 7:00 pm	Monday April 13th at 7:00 pm	Monday May 11th at 7:00 pm	Tuesday June 9th
Assessing 7 Police 11 Administration 5 Emergency Mgt. 13 Codes 14 General Assistance Library 9 Fire 12	Public Works 17 Sewer Dept. 18 Sanitation 19 Recreation 20 Community Services 24 Capital Improvement 36	Organization Support 16 Insurance & Pen 23 Elections 8 Debt. Service 25 Info. Technology 10 Town Council 6	Education 21 Revenues 26-35 Misc. Budget Items	Finalize Budget	Council Meeting 1st Reading	Council Meeting 2nd Reading	School Budget Validation Vote

Dated 12/03/2014



# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
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www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

PUBLIC HEARING 12-8-14

## TOWN COUNCIL

## ORDINANCE NO. 7-2014

### AN ORDINANCE

**Providing for:** An Amendment to Winslow Zoning Ordinance Sec. 14-45, Low Density Residential District, Sec. 14-84, Definitions and adding Sec. 14-65C to Article 6, all having to do with Companion Animals.

**BE IT ORDAINED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, the Planning Board has reviewed a Petition to Amend the Winslow Zoning Ordinance from Rony and Jennifer Assaf:

**WHEREAS**, the Planning Board has determined that two sections of the Winslow Zoning Ordinance must be amended and one section added in order to add Companion Animals to our Ordinance.

**BE IT ORDAINED** by the Town Council of the Town of Winslow, Maine, that the Winslow Zoning Ordinance Sections 14-84, 14-45 be amended and Section 14-65C added to include the attached changes for Companion Animals.

### SPONSORED BY: Catherine Nadeau

August 11, 2014

First Reading, 4-2  
accepted rejected

September 8, 2014

Second Reading, Tabled  
adopted rejected

December 8, 2014

Second Reading  
adopted rejected

\_\_\_\_\_  
Town Clerk

APPROVED: \_\_\_\_\_, 2014

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sec. 14-65C: Companion Animal Care Center**

1. A Companion Animal Care Center shall be carried on wholly within the Principal building or within a building or other structure accessory to it. Keeping companion animals outside during the period ~~beginning 45 minutes after sunset to 30 minutes before sunrise~~ from 6:01 PM to 5:59 AM shall be prohibited.
2. The keeping of companion animals overnight is prohibited.
3. A Companion Animal Care Center shall employ no more than one person other than family members residing in the home at any one time.
4. A Companion Animal Care Center shall not alter the residential character of the structure or neighborhood, nor change the character of the lot from its principal use as a residence.
5. The minimum lot size for a Companion Animal Care Center is 2 Acres with a 200 foot lot width, and a separation of 75 feet from any dwelling unit and 50 feet from any property line.
6. One non-illuminated sign, no larger than 4 square feet may be erected on the premises.
7. A Companion Animal Care Center shall not create unreasonable traffic for the area in which it is located. This use must comply with the Town's Parking Review Codes, (chapter 14 section 58) plus the reviewing authority shall have the right to place condition(s), including additional parking requirements, related to site conditions and the use.
8. A Companion Animal Care Center may not violate the Town's nuisance dog ordinance (Chapter 3, sec. 3-5). If there are 3 or more violations of the nuisance dog ordinance in any given 12 month period, then the Code Enforcement Officer may revoke the permit. The permit may also be revoked if a condition of the permit is violated.
9. A Companion Animal Care Center with one operator may care for no more than twenty (20) companion animals at any one time. A Companion Animal Care Center with two or more operators, or with one operator and one or more helpers, may care for no more than 30 companion animals at any one time.
10. Animal waste must be bagged daily with plastic bags. At the end of each day the bags must be tied closed and placed in a commercial dumpster. The dumpster must be emptied at least once a week.

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**Community Center.** A place, structure, area or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve significant segments of the community.

**Companion Animal.** "Companion animal" means a cat or dog.

**Companion Animal Care Center.** A residence where one cares for companion animals for an owner, ~~during the day between the hours of 5:00 AM and 9:00 PM, or overnight~~ in one's home (dwelling unit) or in a building or other structure accessory to one's home (dwelling unit) as one would his/her own companion animal.

~~Companion animals which are cared for overnight must be housed in the dwelling unit or an accessory building.~~ Keeping companion animals outside during the period ~~from 6:01 PM to 5:59 AM beginning 45 minutes after sunset to 30 minutes before sunrise~~ shall be prohibited.

**Congregate Housing.** A type of dwelling consisting of private living quarters and that provides shared community space and shared dining facilities and might also provide its residents with housekeeping services, personal care and assistance, transportation assistance, recreational activities and/or specialized services such as medical support.

**Convenience Store.** A retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages and other household supplies to customers who purchase only a relatively few items. ("in contrast to a supermarket") It shall not include retail fuel sales.

**Corner Lot.** A lot abutting 2 or more streets at their intersections provided that the corner of such intersection shall have an angle of 135 degrees or less measured on the lot side.

**Dwelling.** A building or portion thereof used exclusively for residential occupancy, including one-family, two-family, and multi-family dwellings; not including hotels, motels, lodging houses or boarding homes. Dwelling includes the word "residence".

**Dwelling Multi-family.** A residence designed for or occupied by 3 or more families with separate housekeeping and cooking facilities for each.

**Dwelling Two-family.** A residence designed for or occupied by 2 families only, with separate housekeeping and cooking facilities for each.

**Dwelling Unit.** A room or suite of rooms used by one family as a habitation which is separate from other rooms or suites of rooms and which contains cooking facilities.

**Efficiency.** A dwelling unit consisting of one principal room with no separate sleeping room.

Sec. 14-45. LOW DENSITY RESIDENTIAL DISTRICT

demonstrated that safety and snow removal is not an issue. And must be part of a Open Space Development.

**(d) Allowed Uses:**

**Principal Uses:**

Agriculture	Nursing Homes
Bed and Breakfast (note 1 below)	Parks & Playgrounds
Boarding Home	Passive Recreation
Child Care Center	Retail Businesses as part of an Open
Churches	Space development
Congregate Housing	Single Family Dwellings
Essential Services	Veterinary Clinics
Farmer Markets	Yard Sale
Forestry	Mobile Home Parks
Home Child Care	Minor Home Occupation
Greenhouses	
Home Occupations	
Open Space Development	

Accessory Uses and Structures for Principal Uses.

**Conditional Uses:**

Radio and Communication Towers  
Outdoor Recreation  
Retail Business  
Light Manufacturing/Warehousing  
Accessory Uses and Structures for Conditional Uses  
Municipal Facility  
Companion Animal Care Center

(Ord. No. 1-2010, 12-13-10; Ord. No. 7-14; 09-08-14)

**Sec. 14-46. Rural District**

**(a) Purpose:**

The vast majority of the Town's land area is within the Rural District which consists of open space, forest, farmland, residential homes, resource based activities and some commercial operations. The goal of the Rural District is to preserve and encourage existing open space, agriculture, forestry and resource based activities while at the same time allowing very low density residential and some limited commercial development. All non-agricultural development in this district is designed to grow at a slow pace and in such a manner that the traditional rural character is maintained for future



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114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

ORDER NO. 21-2014

### **AN ORDER**

Providing for: The Acceptance of a Labor Contract Between Council #93, AFSCME, AFL - CIO (*Winslow Fire & Public Works Employees*) and the Town of Winslow.

**BE IT ORDERED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, the Town of Winslow through its Town Manager has negotiated a labor contract for the Winslow Fire and Public Works Departments, as attached hereto; and

**WHEREAS**, the Town Council recognizes its responsibility to provide a fair and equitable labor agreement for its Fire & Public Works personnel; and

**WHEREAS**, both the Town Manager and Council #93, AFSCME, AFL - CIO have reached an agreement; now, therefore,

**BE IT ORDERED** that the attached labor agreement is adopted by the Town Council effective July 1, 2014 and remains in effect until June 30, 2017.

**SPONSORED BY** Gerald Saint Amand

### **IN THE TOWN COUNCIL**

\_\_\_\_\_, 2014

First Reading, \_\_\_\_\_  
accepted rejected

\_\_\_\_\_, 2014

Second Reading \_\_\_\_\_  
adopted rejected

APPROVED: \_\_\_\_\_, 2014

\_\_\_\_\_  
Town Clerk

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_

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## Highlights of Fire & PW Contract Changes 12-1-2014

Article 7 – Hours of Work ◇ Extended the Summer Schedule (4-day work week) by 5 weeks.

Article 9 – Meal Periods ◇ Meal allowance increased from \$6 to \$10 the 1<sup>st</sup> yr, \$10.50 the 2<sup>nd</sup> yr and \$11 the 3<sup>rd</sup> yr.

Article 11, Sec. 3 - Holiday Pay ◇ Added clarifying language to reflect what we are currently doing.

Article 12, Sec. 6 – Return to Work ◇ Added language that authorizes us to request a Certificate of Fitness when an employee is returning to work for an illness or injury.

Article 13, Sec. 4C – Promotions ◇ Added language for a promotional process.

Article 14 – Wages ◇ Pay increases of 2% for each year of the contract.

Article 14B, Sec. 1A – Extra Tours ◇ Increased the number of days a vacancy must be filled by fulltime firefighters from 9 days to 12 days.

Article 15 – Vacations ◇ Change accrual rates to mirror the personnel policy.

Article 18 – Insurance & Retirement ◇ Converted to the PPO-500 Health Insurance Plan.

Article 19, Sec. 4 – Compensatory Time ◇ Removed the complicated comp time formula and increased the amount of comp time a PW worker can have on the books from 53 to 66 hours.

Article 28, Sec. 1a – Clothing Allowance ◇ The fire department clothing allowance increased from \$475 to \$500 the 1<sup>st</sup> yr, \$525 the 2<sup>nd</sup> yr and \$550 the 3<sup>rd</sup> yr.



**AGREEMENT**

Between the

Town of Winslow

and

Council #93, AFSCME, AFL - CIO

(Winslow Fire and Public Works)

July 1, ~~2011~~2014

To

June 30, ~~2014~~2017

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APPENDIX "A" JOB DESCRIPTIONS

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Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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This Agreement is entered into this \_\_\_\_\_ day of ~~November~~ ~~2011~~December 2014, by and between the Town of Winslow, Maine, hereinafter referred to as the "Town" and Council No. 93, AFSCME, AFL-CIO, hereinafter referred to as the "UNION".

**ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 et. sec., as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

**ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours, and other conditions of employment for eligible, full-time employees in the Fire Department, Public Works Department and Sanitation Department, excluding the Fire Chief and Assistant Fire Chiefs and Public Works Director and Public Works Foreman, as determined in accordance with the Municipal Public Employees Labor Relation Act.

**ARTICLE 3 - UNION SECURITY**

A. 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 his membership or non-membership in the Union. The Union recognized its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Any present or future regular, permanent employee who is not a Union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of the Agreement in an amount equal to ninety percent (90%) to the regular dues.

Regular, permanent employees who fail to comply with this requirement at the signing of this contract or from date of hire shall be discharged by the Town after receipt of written notice from the Union and corroborative proof of nonpayment by the Town.

**ARTICLE 4 - CHECKOFF**

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

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Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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A. The Employer agrees to deduct the Union's weekly membership dues and benefits premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15th) day succeeding month, after such deductions are made. The amount deducted for union dues and fair share fees and the amount deducted for benefit premiums shall be submitted by two (2) checks along with separate list showing the amount deducted for each employee.

B. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

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

**ARTICLE 5 - MANAGEMENT RIGHTS**

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, 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 6 - PROBATION PERIOD**

SECTION 1: New employees, whether Union members or not, shall serve a six (6) months probationary period starting with date of hire. Prior to the expiration of the six (6) months probationary period, the Town reserves the right to discharge the employee for any reason without interference from the Union and the Union agrees that it has no right to contest the discharge.

SECTION 2: Seasonal or part-time employees will not come under or be covered by the provisions of this Agreement.

**ARTICLE 7 - HOURS OF WORK**

SECTION 1: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

SECTION 2: The Public Works Department's work week shall consist of five (5) consecutive days, Monday through Friday, from the ~~second Monday in October~~ first Monday in November to the ~~last week of April~~ second Monday in April, with work shift from 7:00am to 3:30pm (fifteen minute break at 9:00am; thirty minute lunch at 12:00noon; no afternoon break period). From the ~~first full week in May~~ second Monday in April to the ~~second Monday in October~~ first Monday in November, the work week shall consist of four (4) consecutive days, Monday through Thursday, with work shift from 6:30am to 4:30pm (fifteen minute break at 9:00am; thirty minute lunch at 12:00noon; fifteen minute break at 2:00pm). Depending on project work (especially during the summer schedule), lunches may be 'at the job site' if so directed by the Public Works Director or his/her designee. During the summer schedule ~~from the first full week in May to the second week in October~~, Sanitation Division employees will have first choice of overtime for recycling or Friday garbage collections due to holidays. ~~Also during the summer schedule, mechanics and other PW employees on the regular call-in list will rotate possession of a pager to ensure that at least one employee is readily available via pager each Friday between the hours of 7:00am to 3:30pm.~~ The overtime call-in list for Fridays consists of PW Employees and Mechanics.

SECTION 2a: The schedule for the Fire Department will be at their discretion so long as it is to the best interests of the Town.

SECTION 3: Management reserves the right to reduce the work week in order to preserve jobs, as an alternative to layoff of employees, for a period not to exceed six (6) weeks.

SECTION 4: The schedule shall be determined and posted by the Wednesday prior to the work week, on a rotating basis for personnel. During snow removal months, combined hours, regular and overtime, will generally not exceed 16 hours without a reasonable rest period.

SECTION 5: If the Town finds it is necessary to change the Public Works current work schedules ~~(-)~~, the Town will provide a 30-day advance notice. A shorter notice is allowable if the impacted employees are agreeable. If the Town deems it necessary that a night shift be established, the hours and wages will be negotiated.

SECTION 6: The Fire Department workweek shall consist of an average of 56 hours per week. Fire Department employees will be paid for 52 hours at straight time and 4 hours at 1 ½ times their regular rate of pay.

SECTION 7: The Sanitation Workers will receive forty (40) hours of pay for performing the work necessary to complete their regular

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scheduled routes. The Town will require these employees to complete forty (40) full hours of work each week by performing other duties other than their regular duties. The Town will pay these employees their regular hourly rate at straight time or time and one half (1 ½), whichever is appropriate for performing these extra duties.

Employees who are not a regular member of the sanitation crew and who are temporarily assigned to work sanitation will be paid the same wages on a daily basis as regular sanitation workers on that crew, or regular wages whichever is greater.

**ARTICLE 8 - REST PERIODS**

SECTION 1: All employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

SECTION 2: Employees who for any reason work beyond their regular quitting time at the request of the Town into the next shift shall receive a 15-minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

SECTION 3: The Town will furnish full-time firefighters two (2) sets of sheets, two (2) pillow cases, and two (2) blankets. The employees will be responsible for keeping theirs washed and clean. The Town will replace linen when needed.

**ARTICLE 9 - MEAL PERIODS**

SECTION 1: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to 12:30 P.M.

SECTION 2: In the Public Works Department a meal allowance of ~~five dollars (\$5.00) per meal shall be allowed effective 7/1/02 and meal allowance of six dollars (\$6.00) effective 7/1/03~~ Ten dollars (\$10.00) per meal effective 7/1/2014, \$10.50 per meal effective 7/1/2015 and \$11.00 per meal effective 7/1/2016 for employees required to work beyond their normal scheduled work hours, or who have been recalled to work after their NORMAL WORK HOURS and, in each instance, to PERFORM any emergency work including Emergency Snow, Ice Control or Natural Disaster.

This payment shall be made only when such extra work extends beyond 6:00 P.M., 12:00 midnight, 6:00 AM or 12:00 noon.

The Town shall not be required to pay this meal allowance if meals for the employees have been otherwise provided. The Town shall place a purchase order with one or more restaurants for the purpose

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of providing meals, which, at the employee's option, may be used in lieu of a meal allowance.

**ARTICLE 10 - CLEAN-UP TIME**

SECTION 1: Employees shall be granted a 15-minute period prior to the end of each work shift, to pick up and clean tools, whenever feasible.

SECTION 2: Work schedules shall be arranged so employees may take advantage of this provision; the Town shall make the required facilities available, whenever feasible.

SECTION 3: Failure of employee, through his own doing, to so pick up and clean tools will be considered cause for warnings. Three such warnings will be cause for dismissal, temporarily or permanently without benefits, when proper time has been assigned.

**ARTICLE 11 - HOLIDAYS**

SECTION 1: Holidays recognized and observed as paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Floating Holiday (Fire Dept. Only)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Columbus Day	Martin Luther King Day
Patriots Day	

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

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 1a: All other holidays (except emergency shutdowns), declared by the President of the United States or the Governor of the State of Maine, in addition to the above twelve (12) listed in SECTION 1 shall be allowed as Holiday time for members of the bargaining unit.

SECTION 2: Eligibility Requirements

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

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on

a day off, vacation, temporary layoff of two weeks or less, or sick leave, and

(b) The employee worked his last scheduled work day prior to the holiday, and the next work day after holiday unless he is excused by the Town, or he is absent for any reasonable purpose. Reasonable purpose shall include illness. The Town and the Union shall mutually agree upon reasonable purpose in each case. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be compensated time off at employee's request providing it is to the best interest of the Town of Winslow, or at the beginning or end of his vacation, whichever is to the best interest of the Town of Winslow.

SECTION 3: Holiday Pay

Public Works employees, whether or not they work on a holiday, shall be paid eight (8) times their current hourly rate of pay during the winter schedule and ten (10) times their current hourly rate during the summer schedule.

Fire Department employees, whether or not they work on a holiday, shall be paid twelve (12) times their current hourly rate of pay.

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

~~SECTION 3a: Fire Department employees will receive twelve (12) times their hourly rate for a paid holiday.~~

SECTION 4: PAY FOR EMPLOYEES WHO WORK ON A HOLIDAY~~Holiday Work~~

Public Works employees who work on a holiday shall be paid one and one-half times their current hourly rate for hours actually worked.

Fire Department employees who work on a holiday shall be paid their current hourly rate for hours actually worked.

~~If an employee works on any of the holidays listed, he shall be paid at a rate of 1.5 times his regular rate of pay.~~

SECTION 4a: Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

SECTION 5: Floating Holiday Observance

In the Fire Department the Floating Holiday will be taken at a mutually agreeable time as determined between the employee and the Supervisor. The holiday is recognized as being twelve (12) hours that are paid and twelve hours that are unpaid.

**ARTICLE 12 - SICK LEAVE**

Public Works: Sick leave shall accrue to probationary and regular, permanent employees at the rate of one and one-half days (12 hours) for each full calendar month of service accumulative to a maximum of ninety-six (96) days.

Fire: ~~In 2011/2012~~ Sick leave shall accrue to regular, permanent employees at the rate of 24 hrs. for each full calendar month of service. In 2012/2013 and thereafter the accrual rate will be 20 hrs. for each full calendar month of service. The maximum accumulation for employees hired after September 30, 2011 is 1,440 hrs. The maximum accumulation for employees hired before September 30, 2011 is 2,400 hrs. or the amount accumulated as of 12/31/2011, whichever is greater, but not to exceed 3,024 hrs. Existing employees who go below their maximum accumulation may re-accumulate to their maximum amount of accumulation. A statement of each employees maximum allowable accumulation will be kept in their personnel file and available upon request.

**SECTION 2 - UTILIZATION**

Sick leave may be used by probationary and regular employees only in the following cases:

~~A: Must have completed the initial probationary period.~~

BA: Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of His/her position.

~~EB~~: Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed six (6) days per year. The six (6) days per year may be exceeded in the case of hospitalization.

~~BC~~: Employee and Town participation in the Town's Retirement Health Savings Plan is as outlined in the plan's Adoption Agreement. The current plan stipulates the following for participating employees:

- Greater than 5 years of continuous employment and less than 10 years—  
The employee may place 1/6 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 10 years of continuous employment and less than 15 years—  
The employee may place 1/3 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 15 years of continuous employment—

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The employee may place 1/2 of accumulated sick leave in the Town's Retiree Health Saving Plan.

SECTION 3 - SICK LEAVE POSTING POLICY

All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. When in the judgment of the Supervisor, an employee has been frequently absent (five [5] occurrences or more in any six [6] month period), or has absences that exhibit patterns, or is absent for lengthy periods, the employee may be "posted" by the Supervisor. An employee who is "posted" shall receive notification of "posting" along with incidents of absences for at least the preceding eighteen (18) months and a copy of this policy, with a copy going to the Union Steward.

An unexcused absence for consecutive scheduled work times shall be considered a single occurrence for the purposes of corrective action.

An "occurrence" will not be charged to an employee for absence covered by a physician's excuse or for the following leaves, provided the employee receives advance approval in accordance with departmental policy:

- A. Bereavement;
- B. Vacation;
- C. Jury Duty;
- D. Military Leave;
- E. Medical Maternity or Paternity Leave;
- F. Leave of Absence (emergency basis).

For each unexcused or unapproved occurrence after posting the employee will be subject to:

**Step 1.** First (1st) occurrence within twelve (12) months of posting date written reprimand.

**Step 2.** Second (2nd) occurrence within (12) months of first (1st) occurrence of step one - suspension of one (1) week without pay.

**Step 3.** Third (3rd) occurrence within twelve (12) months of date of second (2nd) occurrence - discharge.

If an employee goes for a period of six (6) consecutive months without an unexcused or unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an employee is subject to the Grievance Procedure of this Agreement.

SECTION 4 - OBTAINING MEDICAL SLIP

When the Supervisor believes there has been a pattern of absences which may indicate sick leave abuse, when there have been five (5) occurrences or more of absences in any six (6) month period, or when there has been an absence of three (3) consecutive days, the

Supervisor may request an employee to submit a physician's slip giving a medical explanation for the absence. Obtaining the medical slip shall be at the cost of the Town and the Town may designate the physician or medical service to be used.

SECTION 5 - PERSONAL LEAVE

Employees who are not "posted" as defined in ARTICLE 12 SECTION 3 shall be allowed to designate from their allotment of sick days per calendar year, two (2) days to be used as personal leave provided that their absence will not require the Town to fill their absence with full time hourly personnel; replacements will be qualified. Personal days will be allowed for all personal, religious, business or family matters. Employees will normally give the Employer forty-eight (48) hours notice of their intent to use this leave, except in cases of emergency and with notice to his/her supervisor. An employee's request to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must be used in the fiscal year.

SECTION 6 - RETURN TO WORK

Any employee returning to work from an injury or illness whether job related or not, may be required to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the employee's position. If the Town disagrees with the employee's physician, the Town has the right to require the employee to undergo a physical examination by a physician designated by the town. In the event the Town's designated physician disagrees as to the ability to perform the normal duties of the job position, the question of the employee's ability to perform the normal duties of the job position may be submitted to a third physician. For the third physician, the Town will submit names of a minimum of two doctors, with some expertise in the field, to the Employee who will choose one within three (3) business days. The cost of the second and third physicians shall be borne by the town. The decision of the third physician as to the employee's ability to perform the normal duties of the job position shall be final and binding. If required, the employee shall submit to a physical by the Town's physician and the third physician.

If the Town disagrees with the employee's physician that the employee can return to work, the employee will be required to use sick leave while the second and third medical opinions are being obtained. If the employee runs out of sick leave during this process, the employee will continue in pay status until the ability to return to work is determined. If it is determined the employee could have returned to work, the employee sick leave account will be reimbursed for the time away from work after receipt of the employee's doctor's note. If it is determined the employee did not have the ability to return to work, the employee will be charged for the period of time the employee received pay without having sick leave. The employee charged will repay the town by a

reduction in the accumulation of sick leave once the employee returns to work.

In the event that the employee is determined not able to perform the normal duties of the job position, the employee may request FMLA to be used before, during or after the employee's sick leave has been exhausted. Any entitlement to workers' compensation benefits will be provided for in accordance with the law.~~Upon return to work from a non-work related injury or illness, if medical information is needed from the employee's physician, it will be submitted on a form provided by the Town.~~

Commencing July 1, 1980, all sick days shall be converted from days to hours.

### **ARTICLE 13 - SENIORITY**

SECTION 1: A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first.

Seniority shall be based on the employee's last date of hire.

SECTION 2: Seniority shall be the governing factor in all matters effecting transfer, work shift, reduction in work force, recall and vacation preference.

SECTION 3: Qualifications shall be the governing factor in promotions; qualifications to be determined by Management subject to grievance procedure. Seniority shall be the deciding factor when more than one person is qualified for the same job.

#### SECTION 4: Work Force Changes

Promotions - The term promotion, as used in this provision, means the advancement of the employee to a higher paying position; or reassignment of an employee -- at the Town's discretion -- to a position the Town considers being in the employee's best interest regardless of the rate of pay (upon) medical certification).

(a) Whenever a job opening occurs -- other than a temporary opening as defined below -- in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days.

(b) During this period, employees who wish to apply for open position or job -- including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the employee's immediate Supervisor, for his recommendation. At the time of application, a copy shall be presented to the Personnel Manager.

(c)

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The Town and the Union agree to establish mutually acceptable promotional process for both Public Works and the Fire Department. The mutually agreed upon processes shall be attached to this Collective Bargaining Agreement as Appendixes. The deadline for the development of this process is December 15, 2014 and both parties agree to meet at least bi-weekly during that time period. If the parties fail to reach an agreement then the matter will go to mediation unless both parties agree to extend the deadline. Public Works: 2 management Reps and 2 union reps will serve on the committee. Fire: 1 management, 1 Captain and 1 Lieutenant will serve on the committee.

Once a promotional process is developed the language in Article 13, Sec. 3, and Sec. 4 (c) will need to be rewritten to be consistent with the new promotional process.~~The Town shall fill the opening by promoting from among the applicants, the employee with the longest continuous service, provided employee qualifies, qualifications to be determined by the Town.~~

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

(e) Temporary job openings may be filled by an employee assignment or reassignment shall be made in terms of a promotion based upon seniority, provided employee qualifies. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

No employee shall be assigned to the same temporary job opening more than twice in any calendar year, unless the employee agrees in writing to the assignment. The request must be in writing and submitted to the employee's department supervisor, for his recommendation.

It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

(f) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is the higher. Permanent jobs will not be jeopardized for refusal of volunteer work.

SECTION 5: Demotion - The term demotion, as used in this division, means the reassignment -- not requested by the employee -- of an employee from a position in one job classification to a lower paying position in the same job classification.

(a) Demotions shall be made to avoid laying off the employee. In any case involving demotion, the employee involved shall have the

right to elect which alternative he will take the demotion or the layoff. Demotion shall be made for disciplinary reasons subject to grievance procedures.

SECTION 6: Layoff - The Union recognizes that the decision to lay-off employees or reduce the workforce is solely a Management decision. ~~In the event it becomes necessary to lay off employees for any reason,~~ Employees shall be laid off in the inverse order of their seniority in service. The bargaining agent will be notified when the town council is going to consider the possibility of laying-off employees.

(a) Recall - Employees shall be recalled from layoff according to their seniority. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.

(b) Any laid-off employee who has been called back shall be reinstated without loss of seniority and receive the rate of pay in the pay scale commensurate with the position.

~~SECTION 7: Reduction - The Town Council's appropriation power or authority to decide where money will be spent may cause a reduction in force. Reduction under either of these conditions will be nonnegotiable and no contestable, except reduction will be made under these conditions on a seniority basis within the classification affected. In the event of conditions which warrant a reduction in work force, just cause in the interest of the Town will be the deciding factor, and just cause shall be determined solely by management, and Bargaining Agent will be informed.~~

SECTION 8: Consolidation or Elimination of Jobs Employees displaced by the elimination of jobs through job consolidation (combining duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job openings in the within the Bargaining Unit.

(a) Any employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

SECTION 9: Transfer - Employees desiring to transfer to other job openings shall submit ~~an application in writing~~ a written request to their Department Supervisor. The ~~application request~~ shall state the reason for the requested transfer.

~~(a) Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority provided there is an opening within the department.~~

~~(b) Employees requesting transfers because of the elimination of jobs shall be transferred to the same job or any other~~

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~~job of equal classification on the basis of seniority providing an opening exists.~~

SECTION 10: Bumping

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump, within the Department; to replace an employee with less seniority. Such employee may, if he so desires bump any employee in an equal or lower classification provided the bumping employee has greater seniority than the employee he bumps.

N.B. - Seniority in Service shall be defined as: Computed as of the last date of hire.

**ARTICLE 14 - WAGES**

SECTION 1A: The Wage Schedules for the contract year shall be as follows and is retroactive to 7/1/~~2011~~2014:

			<b>Current</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>
<b>Public Works</b>				<b>2%</b>	<b>2%</b>	<b>2%</b>
	Laborers		\$ 14.68	\$ 14.97	\$ 15.27	\$ 15.58
	Truck Drivers		\$ 15.32	\$ 15.63	\$ 15.94	\$ 16.26
	Equipment operators		\$ 16.04	\$ 16.36	\$ 16.69	\$ 17.02
	Sr. Equipment Opr.		\$ 16.73	\$ 17.06	\$ 17.40	\$ 17.75
	Mechanic		\$ 16.47	\$ 16.80	\$ 17.14	\$ 17.48
	Sr. Mechanic		\$ 17.15	\$ 17.49	\$ 17.84	\$ 18.20
<b>Fire Dept.</b>						
	Fire Lieutenants		\$ 13.83	\$ 14.11	\$ 14.39	\$ 14.68
	Fire Captains		\$ 15.05	\$ 15.35	\$ 15.66	\$ 15.97

SECTION 1C: During annual street painting operations, employees will be assigned to night shifts, totaling forty (40) hours but not necessarily consecutive days. Employees will be compensated an additional \$2.25 per hour shift differential while performing night painting work. Hours of work and days of week will be established by the Public Works Director in conjunction with the affected employees.

Section 1D: During the winter schedule, when PW department temporarily reschedules part or all of the regular work crew for night snow removal with trucks, loaders or blowers for relocating plowed snow, employees shall receive an hourly premium of \$2.25 per hr. in addition to their regular hourly wage.

Employees shall be notified of the schedule change ~~by 10 AM on the previous day~~ with a minimum of 24 hour notice; otherwise, the overtime rate of pay shall apply. Hours worked during such a rescheduled shift shall not be included in the overtime list.

All rescheduled shifts shall be at least 8 hours and any work done beyond 8 hours in a rescheduled shift shall be considered overtime and shall be paid at the overtime rate. There shall be at least 6 hours between the end of a rescheduled shift and the beginning of the next regular or rescheduled work shift.

~~**ARTICLE 14A - SPECIAL DUTY ASSIGNMENTS - FIREMEN'S HALL**~~

~~SECTION 1: For parties, events and school activities, the permanent employees shall be compensated for work at time and one half (1 1/2) his/her regular hourly rate. When working for private contractors or other private citizens for private purposes, employees shall be compensated at a rate of ten (\$10.00) dollars per hour for the first hour and ten (\$10.00) dollars per hour thereafter. The permanent employee off duty shall have first opportunity for special duty assignment.~~

~~SECTION 2: Regular firemen will be reimbursed all duty pay in the pay check covering the payroll period in which hours were worked.~~

**ARTICLE 14B - EXTRA TOURS - RESCUE/EMERGENCY**

SECTION 1: If a tour of duty is vacant for any reason, with the exception of sickness, the vacancy when filled must be offered to full-time fighters first. The Town shall maintain two firefighters on duty. The Fire Chief may be counted as a full-time firefighter during his normal working hours.

SECTION 1A: When a person is out due to illness or injury, the shift will first be offered to the employee in the same classification with the least number of hours of overtime. If not accepted, it will be offered to the employee in the same classification with the second least number of hours of overtime, and so on.

With consecutive vacancies by the same employee the first six will be filled by an employee in the same classification in the manner described above.

The seventh through twelfth consecutive vacancies by the same employee will first be offered to the lieutenant or captain with the least number of hours of overtime. If not accepted, it will be

offered to the lieutenant or captain with the second least number of hours of overtime, and so on.

After the twelfth consecutive vacancy by the same employee, the shift may be filled by a qualified part-time employee.~~When a person is out due to sickness or injury, the following procedures apply. On a single occurrence of sick leave the shift will be filled by a current fire fighter or fire Captain; on an extended leave after the seventh (7<sup>th</sup>) consecutive shift the Town will fill the shift with a person who is a Certified EMT, and considered a qualified driver. Effective July 1, 2009 the shift will be filled by a current fire fighter or fire captain until after the eighth (8<sup>th</sup>) consecutive shift. Effective July 1, 2010 the shift will be filled by a current fire fighter or fire captain until after the ninth (9<sup>th</sup>) consecutive shift.~~

SECTION 2: The fireman who is called to work such vacated tour shall be considered to have worked an extra tour of duty, and shall be compensated at the rate of one and one-half times his regular wage.

#### ARTICLE 15 - VACATIONS

SECTION 1: Each permanent, full-time employee ~~having at more than one (1) year~~ six (6) months or more ~~of continuous of service~~ continuous ~~—service and less than eight (8) years of continuous service~~ shall be entitled to a vacation of ~~two (2) one~~ (1) weeks during each fiscal year.

Each permanent, full-time employee ~~who has completed at more than eight (8) one (1) —years~~ or more of continuous service shall be entitled to a vacation of ~~three (3) two (2)~~ two (2) weeks during each fiscal year

Each permanent, full-time employee ~~who has completed more than fifteen (15) at~~ six (6) Years or more of continuous service shall be entitled to a vacation of ~~four (4) three (3)~~ three (3) Weeks during each fiscal year.

Each permanent, full-time employee at fourteen (14) Years or more of continuous service shall be entitled to a vacation of four (4) Weeks during each fiscal year.

Each permanent, full-time employee ~~who has completed more than twenty (20) at~~ nineteen (19) years of continuous service or more shall be entitled to an additional eight hours of vacation for each fiscal year in excess of ~~twenty nineteen years~~ up to a maximum ~~amount vacation time that may be earned is~~ of twenty-five (25) days of vacation.

SECTION 2: Vacations may be scheduled for any time during the fiscal year by the permission of the Department Head. Seniority

shall govern for the first choice of vacation preference. Employee may split the vacation period, but not more than two (2) weeks may be taken consecutively. When employees have earned ~~the third or fourth~~ three or more weeks of vacation, they may select their third ~~and fourth~~ or more weeks only after less senior employees have selected their two (2) week choices. ~~During the 2011/2012 FY, if an employee is denied permission to schedule any portion of his/her vacation time or is unable to use his/her vacation time before the end of the FY, the vacation time shall be carried over to the next FY. Employees who carry over vacation time shall have preference in scheduling the vacation time carried over.~~

SECTION 3: If an employee who has a scheduled vacation becomes sick or injured during his/her scheduled vacation time, the employee may have the vacation period rescheduled with the permission of the Department Head, but, in no way, shall the rescheduling of vacation interfere with any other employee's previously selected vacation time period.

SECTION 4: Employees in the Fire Service must request vacation time a minimum of three days in advance of taking vacation time, however vacation may be granted without the three day notice if the firefighter finds his own qualified replacement.

## ARTICLE 16 - PAID LEAVES

### SECTION 1: Family Death

In the event of death in the immediate family of an employee-spouse, domestic partner, parents, children, brother, sister, mother-in-law, or father-in-law, or other family member, the employee shall be granted five (5) working days' of paid leave for Public Works and three (3) working days of paid leave for Fire to make household adjustments, arrange for medical services, to attend funeral services.

(a) In the event of death of the grandparents, brother-in-law, or Sister-in-law that live in the employee's residence, the employee shall be granted five (5) working days' of paid leave for Public Works and three (3) working days of paid leave for Fire to make household adjustments, arrange for medical services, or attend funeral services.

### SECTION 2: Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service if the jury duty is less than the regular pay.

SECTION 3: Civic Duty

Employees who are required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant), and the employees appointed to Town Committees by the Town Council, may request a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. The duration of the period shall be predetermined by the Manager or Supervisor.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service if the compensation is less than their wages. If an employee is personally involved, a leave of absence shall be granted without pay. If an employee is convicted of a crime or felony, this may be considered as a cause for dismissal, at the discretion of the Town Manager and/or Town Council.

Employees shall be selected without regard to political consideration, shall not be required to contribute for any political purpose, shall not hold nor is a candidate for any public office or position and shall not be a member of any local, state, or national committee of a political party.

**ARTICLE 17 - CALL BACK TIME**

SECTION 1: Any Fire Department employee called back to work shall receive a minimum of three (3) hours pay at one and one-half times the base hourly rate of pay for the work for which they are called back. This section applies only when callback results in hours which are not annexed consecutively to one end or the other of the working day shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work day or work shift, not to holdover times annexed to the end of the shift of work day. Callback time shall be used only for the purpose for which the employee was called back.

The Town will post a list on a monthly basis that will show the overtime that was distributed during the previous month and a call-in list.

SECTION 2: Any Public Works employee called back to work shall be paid a minimum of three hours pay at one and one-half times the base hourly rate of pay (overtime rate) for the work for which they are called back with the following exceptions:

- A. Holdovers at the end of a regular work day shift shall be compensated at the overtime rate only for the actual hours worked rounded to the nearest quarter hour.

- B. Callbacks attached to the beginning of a regular work day shift shall be compensated at the overtime rate for a total of three (3) hours only if the individual employee punches the time clock prior to 6:00 AM. If the employee punches the time clock after 6:00 AM the employee shall be compensated the overtime rate for a maximum of one (1) hour tallied to the nearest quarter hour. ~~Scheduled overtime shall be compensated for a minimum of three (3) hours overtime rate of pay.~~
- C. Scheduled overtime shall be compensated for a minimum of three (3) hours overtime rate of pay.

**ARTICLE 18 - INSURANCES & RETIREMENT**

SECTION 1: Worker's Compensation in accordance with State of Maine Statutes will be provided by the Town.

SECTION 2: The Town will provide a high level group insurance plan as provided by MMEHT, (Maine Municipal Employee's Health Trust). The plan is the PPO-500 plan. The Town will make the following contributions to the cost of providing such a plan:

Employee Health Cost Only 100%  
Employee's Dependents Health Cost 60%  
Employee Only Dental Cost 100%

The Town will contribute 100% of the employee's single health insurance coverage and 60% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage. All eligible employees must participate in MMEHT at least at the single coverage level.

The Town will establish and maintain a Health Reimbursement Accounts (HRA) for those employees enrolled in the PPO-500 plan. At the beginning of each new plan year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

Employees may elect to enroll in the POS-C plan or the POS-200 plan but the maximum amount that the Town shall pay for premiums (excluding other plan expenses) shall be the amount it is paying for premiums in the PPO-500 plan.

An employee who has the ability to have insurance coverage from another source, and can demonstrate the same to the Town, may elect to go off of the coverage offered by the Town. Such employees shall receive, on a monthly basis, a sum equal to \$250 per month. The selection may be made at the beginning of each plan year or upon a qualifying event, which includes the gain or loss of another source of health care coverage. The payment made here in lieu of insurance will not prevent the employee from re-enrolling in the Town's

Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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~~health insurance plan at a later date. Effective January 1, 1991 (with first payroll deduction starting December 1, 1990). The Town will provide a high level group insurance plan as provided by the MMEHT, (Maine Municipal Employees' Health Trust). The Town will make the following contributions to the cost of providing such plan.~~

<del>EMPLOYEE ONLY</del>	<del>100% of Cost</del>
<del>EMPLOYEE'S DEPENDENTS</del>	<del>70% of Cost</del>
<del>EMPLOYEE ONLY DENTAL</del>	<del>100% of Cost</del>
<del>EMPLOYEE'S DEPENDENTS DENTAL</del>	<del>0% of Cost</del>

~~Effective July 1, 1999 increases in the cost of an employee's dependant coverage will be borne equally by the employee and Town.~~

~~In addition, if the employee's cost on the health insurance for his dependents shall increase greater than twenty (20%) percent in any one calendar year, the Municipality agrees to reopen the Insurance clause of this contract for the purpose of adjusting the contribution rates paid by the employee. IN the event the MMEHT were to alter the plan the parties will meet to discuss the implications.~~

SECTION 3: The Town will pay the difference between Workers' Compensation and the employee's usual net pay when an employee is disabled from a duty connected disability arising out of or in the course of his/her employment until an employee comes back to work or is placed on disability retirement.

SECTION 4: The Town shall provide the proportional share of payment for the Old Age Survivors and Disability Insurance (Social Security) coverage for its eligible employees.

SECTION 5: The Town will offer the current employees the opportunity to participate the ICMA Deferred Compensation plan. The employee may participate in one or the other but not both. New hires will be given the opportunity to participate in the ICMA Deferred Compensation plan with the Town matching the employee's contribution up to a total of five percent of his regular compensation. Regular compensation excludes any overtime wages. Employees who have completed more than ten years of continuous service will be entitled to have their deferred compensation matched up to a total of six (6) percent of their regular compensation. Employees who have completed more than fifteen (15) years of continuous service will be entitled to have their deferred compensation matched up to a total of seven (7) percent of their regular compensation.

~~Section 6: The employer will create an ad hoc committee consisting of two members of the Winslow Town Council, two (2) members of the Union for Fire and Public Works, and the Town Manager for the purpose of investigating the creation a "Health Care Trust." Should this investigation result in a benefit that would enhance the employees benefit package, promote longevity amongst the Town employees at a reasonable cost to the Town, the Town will reopen~~

~~this contract for the purpose of presenting the findings of the ad hoc committee conducting this investigation. The ad hoc committee shall conduct this investigation during the calendar year 2003 and report back to the Union no later than January 31<sup>st</sup> 2004.~~

**ARTICLE 19 - OVERTIME RATE OF PAY**

SECTION 1: Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

SECTION 1a: The Fire Department shall receive time and one-half (1-1/2) for hours worked over 52 hours. For the purposes of this section, "hours compensated for by sick leave" shall not be computed as time worked for overtime purposes.

SECTION 2: Before or after regular hours. All work performed before or after any scheduled work shift and all work performed on Saturday and Sunday, if Saturday and Sunday is not part of a regular scheduled tour.

~~For the purposes of this section, "hours compensated for by sick leave" shall not be computed as time worked for overtime purposes.~~

SECTION 3: Distribution of work shall be distributed equally to the regular employees in the same job classification. The Town shall post, on a weekly basis from December to March and on a bi-weekly basis from April to November; the updated overtime call-in list, with the employees having the least overtime at the top of the call-in list.

On each occasion, the opportunity to work overtime shall be on a rotating basis, initially beginning with the senior employee. From there on, the next in seniority will go to the top of the overtime list, until all regular employees have had their turn. The rotation will be on a regular basis until all employees have had their turn. The rotation will be a continuous process thereafter with the employee with the least overtime to be at the head of the list for equal distribution purposes. Any refusal of overtime will be charged against the employee, unless for good reasons.

If all employees refuse the overtime, the employer may go outside the regular work force to fill the assignment. If no spares are available, the regular employee on the top of the list must take the assignment.

SECTION 4: Compensatory Time: At the employee's option, any hours worked or compensated at a rate of time and one-half may be accrued as compensatory time to be utilized at a mutually agreeable time. The number of worked hours accrued as compensatory shall be limited to 53-66 hours (99 regular hours) ~~per calendar year. From January 1 to April 1 any compensatory time that is utilized, up to 26.5 hours of work time, will not be considered when calculating the 53 hours~~

~~limitation per calendar year stated above.~~ All compensatory time accrued shall be paid to the employee in his/her final paycheck when they terminate employment. A request for "Compensatory Time" must be submitted to the supervisor at least twenty four (24) hours in advance for approval. An employee may elect to be paid up to 40 hours (60 regular hours) of accrued compensatory time during a calendar year.

**ARTICLE 20 - DISCIPLINE & DISCHARGE**

SECTION 1: Disciplinary action or measures shall include only the following:

Oral Reprimand	)	
Written Reprimand	)	The order of sequence
	)	shall not be construed
Suspension (notice to be	)	to mean that each step
given in writing) with	)	must be followed prior
or without pay & benefits	)	to a discharge depending
	)	on the severity of any
Discharge without pay &	)	offense.
benefits	)	

Regular full-time permanent employees called in to meet with management on the employee's own time shall be paid two (2) hours straight time for reporting plus time and one-half (1-1/2) for time spent in meeting. This time is not to be counted on overtime or call-in list.

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Town has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the Public. Disciplinary action may also be imposed in cases of insubordination.

SECTION 1a: All reprimands (oral or written) shall be removed from the employee's file after eighteen (18) months provided that there has been no recurrence or other written or oral reprimand has been issued in the said eighteen (18) month period. Effective 7/1/83 the eighteen (18) month period stated above shall be reduced to one (1) year.

SECTION 2: Discharge

The Town shall not discharge an employee without just cause. If, in any case, the Town feels there is just cause for discharge, the employee involved will be suspended for five days, without pay and benefits. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge. Notice to be sent by Town Manager's office. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the

matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**ARTICLE 21 - SETTLEMENT OF DISPUTES**

SECTION 1: Should the Union, or one of its unit members, feel aggrieved concerning the interpretation or application by the Town of any provision of this Agreement, the Union may seek adjustment of any grievance as follows:

- (a) Step 1. Shop Steward and aggrieved employee shall take up the grievance with the Department Head. If unable to resolve the grievance orally, a written grievance is presented to the Department Head. The Department Head must then answer the grievance in writing within ~~five~~ ~~(5)~~ ten (10) working days.
  
- (b) Step 2. ~~Five (5)~~ Ten (10) working days after the written response of the Unit Supervisor is due, the Union Representative shall take the matter up with the Town Manager or his designee.

In the event that the decision of the Town Manager as rendered pursuant to Subsection (c) hereof is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration & Conciliation for arbitration of the grievance.

- (c) The decision of the Arbitrator(s) shall be final and binding on the parties and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause 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.
  
- (d) The time limits for the processing of grievances may be extended by written consent of both parties.
  
- (e) All grievances shall be initiated not later than thirty (30) days after the occurrence of the event or the first

knowledge of the event giving rise to the grievance (forty-five (45) days if economic issues are involved).

Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step (c).

SECTION 2: ~~EMPLOYEE/MANAGEMENT CONFERENCES~~ LABOR / MANAGEMENT MEETINGS

Conferences between representatives of the Town and up to three (3) members of the Unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties (but not to include amendment of this Agreement). Such meetings, including the preparation of a written agenda, shall be planned in advance and shall be held at hours mutually agreed upon by the parties. Employees acting on behalf of the Unit shall suffer no loss of time or pay should such meetings fall within the regular work hours.

SECTION 3: PROCESSING GRIEVANCES DURING WORKING HOURS

The Shop Steward may investigate and process grievances during working hours, without loss of pay, not to exceed thirty (30) minutes per grievance, and not to exceed three (3) hours per week for all grievances, except by the permission of the Department Head.

ARTICLE 22 - SUBCONTRACTING OF WORK

The Town agrees that there will be no contracts or subcontracts entered into which would cause layoffs in either Department during the life of this Agreement.

If the Town decides to subcontract Garbage Collection / Sanitation, the Town agrees that this change will result in no layoffs in the bargaining unit. Furthermore, this Side-Bar Agreement is non-precedent setting and will not alter or effect any existing contract language. This Agreement will become effective immediately upon signing by both parties and will become part of the existing contract and any new contract agreement.

ARTICLE 23 - NONDISCRIMINATION

SECTION 1: The Town and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap except as any of these factors may be bona fide

occupational qualifications. Neither shall the Town or Union limit, segregate, nor classifies employees in any way to discriminate, deprive an individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

SECTION 2: 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.

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

SECTION 4: The Union recognizes its responsibilities as Bargaining Agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion, whether all employees are Union members or not.

#### **ARTICLE 24 - UNION BULLETIN BOARDS**

SECTION 1: The Town agrees to permit suitable space for bulletin boards in convenient places to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards as permitted and as approved by the Manager or the Supervisor.

Items so posted will not be of a controversial nature or in any manner be a reflection upon any personality of a person within or without the employment of the Town, and will not be of a partisan political nature.

#### **ARTICLE 25 - UNION ACTIVITIES ON THE TOWN'S TIME & PREMISES**

SECTION 1: The Town agrees that during working hours, on the Town's premises, and without loss of pay, the Local Unit Chairman shall be allowed to:

Post Union Notices, Distribute Union Literature, Solicit Union membership during other employees' non-working time, Transmit communications to the Town's authorized representatives approved by the Union; Consult with the Town's authorized representatives, Local Union Officers, or other Union representatives (Field

Representatives) concerning the enforcement of this Agreement.

The foregoing shall be subject to the same three (3) hour per week limitation set forth in ARTICLE 21 SETTLEMENT OF DISPUTES, SECTION 3.

Any Negotiation Team Member shall be allowed to participate in the negotiations process during their scheduled work hours without loss of pay or benefits. It is understood that in emergency situations it is probable that employees may be called away to handle such situations and it may become necessary to cancel and reschedule sessions if there is no Negotiating Team Representative available for a department.~~Time off, with pay, for negotiations with the Town of any successor Agreements shall be determined by the Town on an "ad hoc" basis.~~

#### ARTICLE 26 - VISITS BY UNION REPRESENTATIVES

SECTION 1: The Town agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, district Council representatives, or international representatives, shall have full and free access to certain premises of the Town at times during working hours to conduct Union business providing management is properly notified, and provided work services are not disrupted.

#### ARTICLE 27 - WORK RULES

SECTION 1: The Town retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

SECTION 2: The Town may adopt rules for the operation of the departments and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

SECTION 3: Rules and changes shall become effective immediately after being posted for ten (10) days excepting those that are to cover emergencies, in which instance they will become effective immediately.

SECTION 4: Employees shall be notified in writing of a change in rules, or adoption of new rules, within thirty (30) days of adoption.

SECTION 5: *Enforcing*

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Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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The employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

**ARTICLE 28 - UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 1: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment such as uniform, protective clothing, or protective device shall be furnished to the employee by the Town; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Town if maintenance allowance is not provided by the Town.

SECTION 1a: The Town agrees to allow each full-time permanent employee of the Fire Department up to ~~four hundred and seventy five (\$475.00)~~ five hundred (500.00) dollars per year the first year, five hundred and twenty-five (525.00) dollars the second year and five hundred and fifty (550.00) the third year of this agreement. This clothing allowance may be used to purchase uniforms, accessories, and cleaning purposes.

SECTION 1b: The Town agrees to furnish each full-time permanent fire fighter with two (2) O.S.H.A. and/or A.M.S.I. approved turnout coats, turnout pants and suspenders, gloves, helmets, driver boots, and hoods.

SECTION 1c: The Town will provide a maintenance allowance of \$400.00 per year beginning July 1, 2011, for protection footwear, protective gloves, winter and summer coveralls and/or bibs and jackets and will require all Public Works employees to wear OSHA approved footwear. OSHA approved footwear and protective gloves may be purchased through the town tax free. The remaining balance of the maintenance allowance will be paid ~~to the employee as follows: 1/2 after August 1<sup>st</sup> and the remaining balance after January 1<sup>st</sup>~~ the last pay check in June of each year. There will be no carry-over of the allowance from one contract year to another.

**ARTICLE 29 - WAIVER CLAUSE**

Both the Town and Bargaining Agent, having had the opportunity to make requests and proposals in negotiations which preceded this Agreement, waive their right to further negotiation, during the life of this Agreement, or on any item, covered or not covered by this Agreement, except by mutual agreement, in writing, which "mutual agreement" will not be negotiated if either party refuses.

**ARTICLE 30 - NO STRIKE**

SECTION 1: There shall be no stoppage of work or slowdown by the Union or any lockout by the Town of Winslow during the life of this Agreement. In the event of wildcat strike or slowdown, Management may, at its discretion, suspend without pay and benefits any/or all employees engaged directly or indirectly in the strike or stoppage or slowdown and have others in their place, subject to review with Union. If an employee refuses to perform any duty or fulfill his responsibility, Management may suspend or discharge said employee immediately, without pay and benefits, subject to review with Union, providing said work is not of a hazardous nature.

This section shall include, but not necessarily be restricted to, engaging in, encouraging, suggesting, sanctioning, or any other direct or indirect supporting of any strike, slowdown, mass resignation, absenteeism, picketing or any action or non-action, which causes slowdown, stoppage, or any interference with work of the Town or any other employee during the life of this contract.

**ARTICLE 31 - SAVING CLAUSE**

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

**ARTICLE 32 - HEALTH & 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.

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. Noncompliance 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 his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct and appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

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Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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Any employee involved in any accident shall immediately report to his immediate, non unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

ARTICLE 33 Residence Proximity Requirement

Effective July 1, 2008, newly hired employees are required to live within 20 minutes (measured under ordinary driving conditions at lawful speeds) of their respective place of employment and must maintain this requirement throughout their employment with the Town. This requirement must be met within the first six months of employment.

ARTICLE 34 JOB DESCRIPTIONS

Appendix "A" of this agreement includes job descriptions for the Public Works Department employees. The descriptions are approved by the Administration of the Town of Winslow with consultation of the bargaining unit and are effective to coincide with the term of this agreement.

ARTICLE 35 Employee-Initiated Training

Employees may elect courses or programs to further their education or professional development. Credit hour courses in a degree program will be considered Employee-Initiated and will be paid out of the department training budget. The number of employees allowed to participate per semester will depend on the funds available.

Course/tuition reimbursement requires pre-approval with preference given to employees taking courses that relate directly to their current positions and remaining funds to employees taking courses to improve skills for career advancement purposes.

In order for more employees to be eligible for tuition reimbursement, the Town will reimburse an employee up to \$500.

Employees will be reimbursed for pre-approved courses upon successful completion of the course(s) according to the following schedule:

A, B or C - 100% of the tuition rate  
D, E, F, Incomplete - 0% of the tuition rate

Textbooks and all other expenses are the responsibility of the employee.

Requests for course/tuition reimbursement shall be submitted to the Town Manager prior to enrolling to ensure adequate funding is available.

**ARTICLE 35-36 - 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 service from any person or for any political purpose pertaining to the government of the Town. This Section is not to be construed to prevent the Town Employees from becoming or continuing to be, or choosing not to be, members of any Political, Religious, Charitable, Social or Benevolent Organization, from attending Political Organizational Meetings, or expressing their views on Political matters, or from voting with complete freedom in any election. The Employee shall be granted all Political rights as allowed by law.

**ARTICLE 36-37 - COPIES OF THE AGREEMENT**

The Town agrees to provide each member of the Bargaining Unit one copy of this Agreement.

**ARTICLE 37-38 - DURATION OF THE AGREEMENT**

This Agreement shall be effective as of the first day of July, 2011, and shall remain in full force and effect until the 30th day of June, 2014.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Winslow Fire & Public Works Labor Agreement - July 1, 2014 to June 30, 2017

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IN WITNESS WHEREOF, the parties hereto have set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2014

FOR THE TOWN:

FOR THE UNION:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Chair, Fire Dept.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair, Public Works Dept.

\_\_\_\_\_  
Council 93 Representative

**APPENDIX "A"**

**PUBLIC WORKS**

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# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

[www.winslow-me.gov](http://www.winslow-me.gov)

114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

ORDER NO. 22-2014

### **AN ORDER**

Providing for: The authorization for the Town Manager to Sign a Sixty (60) Month Municipal Lease Purchase Agreement with US Bank for a Wide Format Color Printer/Scanner at a Total Cost of \$14,640.

**BE IT ORDERED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, the Town of Winslow Assessing/Codes Department is in need of a Wide Format Color Printer/Scanner; and

**WHEREAS**, Kenney Office Systems has presented a leasing and maintenance agreement (see attached) for a Wide Format Color Printer/Scanner; now, therefore

**BE IT ORDERED** that the Town Manager is hereby authorized to sign a Sixty (60) Month Municipal Lease Purchase Agreement with the US Bank for a Wide Format Color Printer/Scanner at a Total Cost of \$14,640.

**SPONSORED BY:** Gerald Saint Amand

### **IN THE TOWN COUNCIL**

\_\_\_\_\_, 2014

First Reading, \_\_\_\_\_

accepted                      rejected

\_\_\_\_\_, 2014

Second Reading \_\_\_\_\_

adopted                      rejected

APPROVED: \_\_\_\_\_, 2014

\_\_\_\_\_  
Town Clerk

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_



# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

ORDER NO. 23-2014

### **AN ORDER**

Providing for: The Sale of Town Owned Property located at 120 Halifax St. (Tax Map 26, Lot 141).

**BE IT ORDERED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, the Town of Winslow owns 120 Halifax St, which is the location of the former Public Works Garage; and

**WHEREAS**, the property's appraised value is \$115,000; and

**WHEREAS**, through the Town's Realtor the Town is asking \$129,900.00 for the property; and

**WHEREAS**, Richard Cloutier has offered to pay the Town \$129,900.00 for the property with a Declaration of Environmental Covenant; now, therefore

**BE IT ORDERED** by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to sell 120 Halifax Street to Richard Cloutier for \$129,900.00

**SPONSORED BY:** Gerald Saint Amand

### **IN THE TOWN COUNCIL**

\_\_\_\_\_, 2014

First Reading, \_\_\_\_\_  
accepted                      rejected

\_\_\_\_\_, 2014

Second Reading \_\_\_\_\_  
adopted                      rejected

APPROVED: \_\_\_\_\_, 2014

\_\_\_\_\_  
Town Clerk

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_

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# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

## RESOLUTION NO. 29-2014

### A RESOLUTION

Providing for: Approval of Application for an Automobile Graveyard/Junkyard Permit for Randall Fredette d/b/a Babe's Garage, Frawley Street.

**BE IT RESOLVED** by the Town Council of the Town of Winslow, as follows:

**WHEREAS**, all preliminary requirements have been fulfilled and the appropriate State Agencies have been notified of the application and have indicated approval; now, therefore,

**BE IT RESOLVED** by the Town Council of the Town of Winslow that the application for an Automobile Graveyard/Junkyard permit for Randall Fredette d/b/a Babe's Garage, Winslow, Maine, said junkyard located off the North Pond Road, be approved.

**SPONSORED BY Gerald Saint Amand**

### IN THE TOWN COUNCIL

\_\_\_\_\_, 2014

First Reading and Adopted

\_\_\_\_\_  
Town Clerk

**APPROVED:** \_\_\_\_\_, 2014

**CHAIRMAN:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone  
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

## RESOLUTION NO. 30 -2014

### A RESOLUTION

Providing for a Pawnbroker's License for: James A. Smith d/b/a Jim's Gun Shop  
46 Bay Street.

BE IT RESOLVED by the Town Council of the Town of Winslow, as follows:

The Town Council, acting as Municipal Officers, approve the issuance of a

### PAWNBROKER'S LICENSE

To: James A. Smith  
d/b/a Jim's Gun Shop  
46 Bay Street  
Winslow, ME 04901

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

\_\_\_\_\_, 2014

First Reading and Adopted.

\_\_\_\_\_  
Town Clerk

APPROVED \_\_\_\_\_, 2014

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# TOWN OF WINSLOW, MAINE

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(207) 872-2776 Phone  
(207) 872-1999 Fax

[www.winslow-me.gov](http://www.winslow-me.gov)

114 Benton Avenue  
Winslow, ME 04801

## TOWN COUNCIL

## RESOLUTION NO. 31-2014

### A RESOLUTION

Providing for: Pole Location Permit - N.N.E.INC. (Fairpoint) and Central Maine Power Company--Plan No.1000540594.

**BE IT RESOLVED** by the Town Council of the Town of Winslow, as follows:

That an application for a pole location permit on Clinton Avenue by N.N.E.INC. (Fairpoint) and Central Maine Power Company--Plan No. 1000540594 be approved.

Clinton Avenue extending a distance easterly of 75 feet.  
Two Poles.

**SPONSORED BY:** Gerald Saint Amand

IN THE TOWN COUNCIL

December 8, 2014

One (1) Reading, and approved.

\_\_\_\_\_  
Town Clerk

APPROVED: December 8, 2014

CHAIRMAN: \_\_\_\_\_



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114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

## RESOLUTION NO. 32-2014

### A RESOLUTION

Providing for: Authorization for the Town Manager to accept ownership of the 1804 Schoolhouse on the Cushman Road from the heirs of Francis Giddings.

**BE IT RESOLVED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, the heirs of Francis Giddings have expressed an interest in conveying ownership of the 1804 Schoolhouse to the Town; and

**WHEREAS**, the 1804 Schoolhouse is on the National Register of Historic Places (#77000068); and

**WHEREAS**, the Schoolhouse is in need of some repairs and should be preserved for future generations so they may better understand local history; and

**WHEREAS**, some of the Elementary School staff have expressed an interest in using the 1804 Schoolhouse for educational purposes; now, therefore

**BE IT RESOLVED** by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to accept ownership of the 1804 Schoolhouse on the Cushman Road from the heirs of Francis Giddings.

**SPONSORED BY:** Raymond Caron

### IN THE TOWN COUNCIL

\_\_\_\_\_, 2014

First and Only Reading, \_\_\_\_\_  
adopted                      rejected

\_\_\_\_\_  
Town Clerk

APPROVED: \_\_\_\_\_, 2014

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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