COLLECTIVE BARGAINING AGREEMENT
Between
TOWN OF YORK
and MAINE SERVICE EMPLOYEES ASSOCIATION,
SEIU LOCAL 1989

JULY 1, 2025 - JUNE 30, 2027

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ARTICLE 1: PREAMBLE AND RECOGNITION

PREAMBLE
Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, MRSA, 961 through 974, 1969, 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.

RECOGNITION
Section 1. Bargaining Agent
The Employer hereby recognizes the Maine Service Employees Association as the sole and exclusive bargaining agent of all of its Public Employees in the classifications set forth in an Exhibit here entitled Appendix A.

ARTICLE 2: ACCESS
ACCESS TO PREMISES
Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The Union representative shall notify the Department head when entering the Employer's premises.

BULLETIN BOARDS:
The Employer shall provide a reasonably-sized bulletin board for placement in the break room at each location or at a mutually acceptable location that is accessible to all employees at each location. The bulletin board will be used exclusively for official Union notices.

ACCESS TO MEETING SPACES:
When not required for Town of York business, conference rooms or other suitable public meeting space will be available without cost for Union meetings related to the bargaining unit. Scheduling meeting rooms will occur through the normal facility scheduling process. Use of conference rooms and other meeting space will not be denied for such meetings unless rooms are unavailable when requested; however, if there is an unexpected business need for the room at the scheduled time of use, the Union agrees that Town of York business has priority and the parties shall collaborate on rescheduling the Union's use of the meeting room. After hours use will be permitted.

ARTICLE 3: ACTING CAPACITY
Acting Capacity: An employee is considered to be in an acting capacity status when the employee is assigned to substantially cover another position for a period of more than thirty (30) consecutive calendar days due to an extended vacancy in that position or the extended absence of the employee who occupies that position. An employee serving in acting capacity status is entitled to be paid at a rate of the other position or five percent (5%) higher than the employee's current rate of pay in the

employee's regular position, whichever is greater. An employee may not be placed in an acting capacity status without mutual agreement between management and the employee.

Employees will not be rotated in acting capacity for the purpose of avoiding payment of acting capacity pay. This Article will not be used in lieu of the proper processing of any request under the Job Descriptions Article or the filling of a vacancy pursuant to this Agreement.

ARTICLE 4: DISCIPLINE

Discipline may be initiated for any infraction based on just cause.

Discipline will normally be initiated in the following manner: verbal warning; written warning; suspension; and termination. Depending on the nature of the offense, discipline may be initiated at any level listed above.

No employee shall be suspended or terminated without first being given notice and an opportunity for a hearing. The employee shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow them an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the department head, or in their absence or incapacity the acting department head shall be informal in nature. The employee may be accompanied by legal counsel or a representative of the Union or Steward. The employee shall have the right to confer with their representative at any time during the hearing and shall have the right to have their representative speak on their behalf. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

ARTICLE 5: DURATION

This Agreement shall be effective starting July 1, 2025, and shall remain in effect through June 30, 2027. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

ARTICLE 6: EMPLOYEE HEALTH AND SAFETY

A. The Town of York is committed to providing all employees with a safe, healthy, and injury-free workplace and shall comply with all health and safety standards established by applicable state and federal laws.

B. Employees are expected to observe all of the Town's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.

C. Any employee who believes an assignment would constitute a danger to the health and/or safety of the employee shall immediately contact their immediate supervisor, who shall assess the danger and, if warranted, provide appropriate remedial measures. Any employee who, in good faith, believes an assignment presents an imminent danger of death or serious harm may request an alternative temporary assignment in their job classification when the condition is one that a reasonable person

under the circumstances would conclude presents an imminent danger of death or serious harm to the employee and Town of York has been notified of the situation and is unable to remediate.

D. SAFETY TRAINING AND MATERIALS:

1. The Employer shall provide safety information and training as well as periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards. The Employer may require additional training as it deems appropriate and/or as funding may require.

2. Upon request, safety trainings, written materials, guides, and protocols shall be provided to staff members in languages other than English.

3. The Employer shall maintain and properly label universally recognizable Medicine Kits. The location of these items shall be communicated to all employees at each facility.

4. Personal protective equipment shall be furnished by the Town of York when required by federal or state law or the Town.

E. SERIOUS INCIDENTS IN THE WORKPLACE: The Town of York will provide support, including access to the Employee Assistance Program (EAP), time off, or reasonable accommodations, on a case-by-case basis for employees impacted by serious incidents, injury or death in the workplace.

Employees suffering workplace injury/trauma that may not otherwise be covered by Workers ' Compensation may request additional temporary paid leave from the Director of Human Resources upon certification from their medical provider that they are unable to return to work.

F. SAFETY COMMITTEE: The Town of York will maintain the current Workplace Safety Committee to provide a safe and healthy environment for employees and clients. The Safety Committee will review and make recommendations to the Town of York as appropriate. The Safety Committee will be a resource where staff and the union may bring health and safety concerns. Minutes of Committee meetings may be made available to the Union, upon request.

G. COMMUNICABLE DISEASES: In the event of public health emergency, the Town of York will provide appropriate information and training on communicable diseases to which employees may have routine workplace exposure. The Town of York will provide annual flu vaccinations and Hepatitis B vaccinations.

H. INJURIES: Any employee injured on the job must report the injury immediately to their supervisor. Supervisors are responsible for making sure that employees get appropriate medical attention.

1. Employee Injury Reports: Any employee injured while performing job-related duties must complete an Injury Report.

I. WORKERS COMPENSATION All employees are covered by Workers 'Compensation insurance.

ARTICLE 7: GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. The Employee and/or their representative shall provide written notice of the grievance or dispute via email to the Employee's supervisor within ten (10) working days of the date of the grievance or within ten (10) working days after the Employee should reasonably have had knowledge of its occurrence.

In the event of a contract violation, the Union acting alone may file a grievance within ten (10) working days.

The parties shall schedule a Step I meeting to discuss the grievance in more detail. The Step I meeting shall be attended by the Employee, the Employee's representative (if the Employees so elects), and the Employee's supervisor. If a Step I meeting is held, the Employee's supervisor shall issue a written decision within ten (10) working days of the Step I meeting and provide copies of said written decision to both the Employee and the Union.

Step II. If the grievance has not been settled under Step I, within the time limit thereof, it shall be presented in writing by the Employee and/or their representative or, in case of a contract violation, by the Union to the department head, with a copy to the Town Human Resources Director within ten (10) working days after the supervisor's response was due or received whichever first occurs. The department head shall respond to the Employee and/or their representative(s) or the Union, as appropriate, in writing within ten (10) working days after receipt of the appeal.. If the grievant's immediate supervisor is also their department head, Step II shall be omitted and the grievance shall be processed under Step III within the time set forth in Step II.

Step III. If the grievance still remains unsettled, it shall be presented by the Employee and/or their representative or the Union, as appropriate, to the Employer (Town Manager or designee) in writing within ten (10) working days after the response of the department head was due or received whichever first occurs. The (Town Manager or designee) Employer shall schedule a mutually agreeable time to meet with the Union representative(s), with or without the aggrieved Employee within ten (10) working days after receipt of the appeal from Step II and make every reasonable effort to settle the grievance and respond in writing to the Employee and/or their representative or the Union, as appropriate, within ten (10) working Days.

Step IV. Mediation. If the grievant(s) and/or the Union representative is not satisfied with the written response under Step 3, they may submit, in writing, a request to mediate within ten (10) workdays of the receipt of such response or denial. The Employer will notify the union in writing within five (5) workdays of the request whether it agrees to mediate the dispute. In the event that the parties agree to

mediation, the parties will mutually agree to a mediator. In the event that the Employer declines to mediate the grievance, the union will have an additional thirty (30) workdays to request arbitration.

Step V. If the grievance still remains unsettled at the conclusion of Step III, either party may, within thirty (30) calendar days after the reply of the Employer was due or received whichever first occurs, by written notice to the other, request arbitration. Upon receipt of a request for arbitration, the parties shall attempt to agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) calendar days from receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect. The moving party shall request a list of arbitrators from the American Arbitration Association (AAA) within twenty (20) working days of when the request for arbitration was submitted.

The AAA will be requested to submit a list of not less than seven (7) nor more than eleven (11) names (but in all cases an odd number) of possible arbitrators. Within five (5) working days from the date of receipt of said list from AAA, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of a party to first strike a name from the list shall be determined by lot. The arbitrator whose name remains shall be appointed. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties, and shall give at least fifteen (15) working days 'notice in writing to the parties of the time and place of the hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The hearing conducted by the arbitrator shall be concluded as soon as reasonably possible and the arbitrator shall make written findings and submit a written opinion as to the issues presented, a copy of which shall be mailed or otherwise delivered to the Employer and to the Union, or to their respective attorneys. The decision of the arbitrator shall be final and binding upon both parties, it being clearly understood, however, that the arbitrator shall have no authority to add to, subtract from or modify this Collective Bargaining Agreement or to change or ignore the time limits herein set forth or to waive any informality in the grievance procedure.
The arbitrator may, however, change the nature of or reduce any disciplinary action. The time limits as set forth herein are of the essence to the grievance procedure and this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. However, each party shall be responsible for compensating its own representatives and witnesses. Should the Union or the Employer find it necessary to postpone or cancel a scheduled arbitration hearing and such cancellation or postponement results in payment of the arbitrator's fee, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs. If either party desires a verbatim record of the proceedings, it may cause such 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.

General Provisions:
The Town shall not deny any Employee MSEA-SEIU representation at any stage during the grievance procedure and MSEA-SEIU shall have the exclusive right to represent Employees in any grievance. When an Employee elects to pursue a grievance at Steps 1, 2, or 3, without representation, MSEA-SEIU shall have the right to be notified and to be present at any grievance step meeting, subject to the privacy exception below, and shall receive copies of written determinations, if any, at all stages.
If an Employee elects to pursue a grievance at Steps 1, 2, or 3 without representation and such Employee, for privacy reasons, prefers to hold any portion of a step meeting without an MSEA-SEIU representative being present, such employee may request that the MSEA-SEIU representative not be present in the meeting so long as the privacy concern exists. This privacy exception shall not inhibit any Employee's ability to have representation at any stage of the grievance process and shall not affect an MSEA-SEIU representative's ability to receive copies of written determinations, if any, at all stages.

No resolution of a grievance shall be inconsistent with the provisions of this Agreement or be made without prior review and consent of an MSEA-SEIU representative.

Working days shall be defined as calendar days exclusive of Saturdays, Sundays and Holidays.

Whenever, under this Agreement, a grievance may be initiated at a Step other than Step I, such a grievance must be initiated within ten (10) working days of the date of the grievance or within ten (10) working days after the Employee should reasonably have had knowledge of its Occurrence. Grievances involving a discipline of suspension or termination shall be initiated a Step II.

ARTICLE 8: HOURS AND SCHEDULING
Pay period: The pay period consists of seven (7) days commencing @ 12:01 A.M. on Monday with payment for hours worked during such period being made on the following Thursday.

Work Week: The Department Heads, with the approval of the Town Manager, will establish the regular work week. The regular work week for departments operating in the Town is defined as not less than 37.5 hours, not more than 40 hours. The employer may permanently alter the work week by mutual agreement.

Meals and Rest Break: For Employees who work a 37.5-hour work week, they shall take a one hour unpaid lunch break per day. For Employees who work a 40-hour work week, they shall take a 30-minute unpaid lunch break. With the permission of their supervisors and an agreement in writing Employees may choose to waive their unpaid lunch break and may withdraw the waiver at any time.

Alternate work week: In the event that the work week is permanently altered, the employee will be notified at least two (2) weeks prior to the effective date of change whenever possible. An alternate work schedule may be established to enable an employee to adjust their work schedule to accommodate other responsibilities outside of the Town, as long as it does not interfere with the daily operation of the organization or prevent the employee from attending meetings or any other functions pertinent to the employee's obligations. Flexible time schedules may include, but are not limited to: an employee may reduce their hours; an employee may alter their start and end times; may work fewer days but longer hours per day to accommodate child care, their own education or other similar responsibilities. This must be coordinated with the employee's supervisor and approved by the Department Director.

5. Inclement Weather: Should the office open late, close early, or close completely for a day due to inclement weather, the employees will be given paid administrative leave.

6. Hourly Staff Overtime:
Employees paid on an hourly rate shall be paid at one and one half 1(1⁄2) times their straight time hourly rate for hours worked beyond 40 per work week. Sick days shall not be included in the calculation of hours worked for the purpose of determining overtime unless it is a call-in situation. In the event of a call-in, sick days will be used to calculate the hours beyond 40. Employees receiving compensatory time off, in lieu of being paid overtime, shall earn such time at the rate of one and one half (1 1⁄2) hours off for each hour worked.

With supervisor's permission, hourly employees can earn compensatory time at the rate of one and one half 1(1⁄2) hours off for each hour worked in excess of 40 hours of earned time. (Earned time includes vacation and holiday time only and does not include other kinds of leave.) The maximum compensatory time accumulated at the end of any month may not exceed forty (40) hours, with a one-time exemption per fiscal year for extenuating circumstances with the permission of their supervisor.

At the discretion of the Town Manager or his designee, additional earned time may be granted for special circumstances on an individual basis. This time must be authorized in writing prior to use.

8. Salaried Staff and Flexing Time:
Salaried staff may in the course of their duties be required to work outside of their regularly scheduled hours. Staff shall maintain the ability to flex their schedules, with the approval of their supervisor.

9. Timeclock: During the life of this Collective Bargaining Agreement should the employer introduce or alter the current use of a time clock or clock in/out system for the whole or a portion of the bargaining unit, the Town shall negotiate the impact of the change. This provision shall not impact the ability of staff to utilize CBA provisions, policies, or practices for alternate work week, remote work or flexible scheduling. The employer may require unit members who currently use paper weekly hours reporting to begin reporting hours worked on a digital time sheet on a weekly basis.

ARTICLE 9: INSURANCES

Section 1- HEALTH INSURANCE

A. The Town shall provide health insurance for full time employees through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive healthcare program. The Town will provide up to full family subscriber coverage.

The Town shall maintain health insurance substantially equivalent to the current plan offerings. The Town insurance plans will not increase the current deductibles/premiums at the time of ratification of this agreement or make substantial changes to the plan, without mutual agreement between the Town of York and the union.

The Town will contribute an amount equal to (87.5%) percent of the Baxter Plan premium irrespective of plan selection with the member paying the applicable balance of said plan.

The Town offers Vision and Dental Insurance through MMEHT which employees may opt into at their own expense.

B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.

C. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. Effective January 1, 2026, the Town agrees to contribute $750 annually to the flexible benefits plan per employee.

D. Payment in lieu: A Covered member may choose to obtain their health insurance through an alternative source (ex. spouse or parent). If both spouse and employee are covered by the Town of York's health insurance plan the Town will reserve the right to manage plan coverage in a manner most cost effective to the Town. ~~For~~ Employees who do not receive health insurance through the Town of York will be paid 25% of the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first in December and the second in June for each of the previous six months. To be eligible for this benefit, the recipient must show proof, satisfactory to the Town, that they have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town. In the event another Town of York bargaining unit receives a more generous in-lieu of insurance incentive, members of this unit will be extended the same terms of said benefit.

Section 2 - LIFE INSURANCE

The Selectboard shall select a carrier to provide life insurance coverage for eligible employees. The selection of the carrier shall follow discussion with the recommendation of the Employee Representatives. Life insurance shall be in the amount of 100% of the employee's annual base salary.

The Town shall pay that percentage of the insurance premium cost in accordance with the employee's employment status as previously defined in this policy.

The Town will also offer any life insurance available through Maine Public Employees Retirement System at the employees' expense of said insurance.

Section 3- LONG TERM DISABILITY
The Selectboard shall select a carrier to provide long-term disability coverage to eligible employees. The selection of the carrier shall follow discussion with the recommendation of the Employee Representatives. Long-term disability insurance is available at the employees' expense as a payroll deduction.

Section 4 - INCOME PROTECTION
The Town will provide, at the employee's expense, an income protection plan to all full time employees through Maine Municipal Employees Health Trust as a payroll deduction.

ARTICLE 10: JOB DESCRIPTIONS
The Employer must maintain current job descriptions for all bargaining unit jobs. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions must reflect the actual responsibilities assigned to employees in the classification, skills required by the employer, and minimum qualifications of employees in the classification. Job descriptions will be accessible to all employees. An employee who believes the job description for their position is not current may request a review of the job description. The Employer will furnish job descriptions to the Union upon request.

The Employer must notify affected employees and the Union of any proposed changes to a job description at least thirty (30) days before the change is intended to take effect. Upon request, the parties will meet to discuss any changes in duties and the impact those changes may have on applicable wage rates then in effect. The Employer will furnish a new job description to employees in the affected classification within thirty (30) days after the change takes effect.

An employee may not be assigned to do a substantial amount of work not encompassed in the specific responsibilities assigned their job description on an ongoing basis. This paragraph does not authorize the employee to refuse to do assigned work.

ARTICLE 11: LEAVE TIME

1. BEREAVEMENT LEAVE
    A. In the event of death in the immediate family of an employee, the employee shall be granted up to 40 hours of leave of absence with full pay to make household adjustments or to attend funeral services.
    B. For purposes of bereavement leave is defined to include spouse, parents, children, brothers, sisters, parents-in-law, grandparents, grandchildren, step-parents, step-

children and brother-in- law, sister-in-law, or other relatives living in the same household, An employee may request bereavement leave for individuals not covered as "immediate family" in writing for approval at the discretion of the Department Head. Requests shall not be unreasonably denied.

C. Additional days may be granted with the approval of the Department head for out-of-state funerals, which may be deducted from sick leave or vacation or may be taken as unpaid time.

D. Should an employee need to attend services for individuals not covered under bereavement leave they may request time off without pay or charge the time to vacation or sick leave as authorized by the Department Head.

E. An employee may split the time in order to take time at the time of the death and use a portion later when the service/memorial is not held within five (5) days of the time of death.

2. EXTENDED LEAVE BENEFITS

A. An employee may request in writing and may be granted by the Town Manager, a leave of absence without pay for a period deemed necessary by the employee for the purpose of the leave and not in excess of twelve (12) months. The reason for that leave shall be stated in writing and reviewed every three (3) months and said leave may be discontinued after such review.

B. No employee shall receive salary or accumulate benefits from the Town while on leave of absence, except with special exception made by the Town Manager, which will not be precedent-setting.

3. FAMILY MEDICAL LEAVE LAW

A. The employer will integrate the provisions of the Federal and Maine Family Medical Leave Act (Unpaid leave laws) with other leaves in this Agreement. Accrued leave may be used for Family Medical Leave. The balance of the Family Medical Leave will be unpaid leave.

B. Maine's Paid Family Medical Leave: ~~Maine Paid Family Medical Leave:~~ Employees and the Town split the contribution 50/50. Should the program have a substantial change or if the employer would like to propose a change to the program we will impact bargain to renegotiate the terms of this article.

4. HOLIDAYS

The following days shall be observed as holidays by Unit members:

New Year's Day	Martin Luther King Day
Presidents' Day	Patriots' Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Indigenous Peoples Day	Veterans' Day
Thanksgiving Day (2)	Christmas Day

Up to one (1) Holiday per year may be exchanged for another, non-holiday day. Eligible employees shall earn holidays as they occur immediately after appointment. Holiday pay shall not be given to any employee if he/she is on a leave of absence without pay, suspension, or any other non-pay status on the date the holiday falls.

Employees who are required to work a holiday shall be paid at time and one half his/her base hourly rate for the all hours worked plus holiday pay at his/her hourly rate. Employees who are required to work on Thanksgiving Day, any time worked after regular work hours on Christmas Eve, Christmas Day, and any time worked after regular work hours on New Year's Eve will be paid 2x their hourly rate in addition to holiday pay at his/her hourly rate.

Salaried employees who are required to work a holiday shall be provided flex time in accordance with the flex time provision of Article 8.

5. JURY DUTY

Upon verification of service, employees selected for jury duty by any court shall be paid straight time earnings less jury pay. Earned vacation shall not be charged for such service.-The employee should notify the supervisor as soon as possible if they require leave for jury duty. Employees are required to report for work for any portion of a normal workday during which they are not actively performing Jury Duty.

6. MILITARY LEAVE

Military leave for annual training periods, not to exceed 30 days in any calendar year, shall be granted with pay. For all other military leave for periods of over 30 days, military leave of absence shall be without pay. Earned vacation shall not be charged for such training period. Employees must submit their orders to be eligible for this benefit. Any employee serving their annual active duty training time in the National Guard or Reserves or when called to active duty as required by the State of Maine or the Federal Government, shall receive the difference between his gross weekly Town salary for the period of active duty and the amount of his gross weekly service pay for the same period. Nothing in this policy precludes the right of an employee to utilize accumulated vacation time during the period of required active service and receive both active duty pay and Town salary for the same period.

7.PAID PARENTAL LEAVE

The Town of York will provide up to eighty (80) hours of paid leave at 100% wage replacement to recover from the birth of a child, or for bonding time in the event of a birth, adoption, foster placement, surrogacy, or other court-order placement of a child. Eligibility and administration will be consistent with the rules for FMLA leave, which will run concurrently. In addition to the eighty (80) hours of paid leave, eligible employees will be able to take a total of twelve (12) weeks of leave either unpaid or with the use of vacation, sick, or any other paid leave options. All parental leave must be taken within 12 months of the birth, adoption or placement of the child.

8. SICK LEAVE

Employees covered by this Agreement shall accrue one (1) day of sick leave per month of service accumulative to 90 days. For the purpose of this article one day represents eight (8) hours for employees scheduled to work 40 hours per week and seven and one half hours for employees scheduled to work 37.5 hours per week on a year round basis. Accumulation and accrual limits outlined in this provision are based on a calendar year.

Employees must maintain a balance of 45 days (337.5/360 hours) of sick leave to qualify for personal days. A personal day is granted according to the number of hours assigned on the specific day the personal day will be taken. Personal days must be used within the following six (6) months of being earned and they do not have any cash value.

In the event no sick leave is taken in a six-month period, personal days will be earned in the following manner:

January 1st - April 30th	1 Day
May 1st - August 31st	1 Day
September 1st - December 31st	1 Day

Once an employee reaches and maintains the maximum accrual level of ninety 90 days any annual accrual which is unused at the conclusion of the calendar year, shall be bought back at the rate of fifty percent (50%) of the unused sick leave above the ninety 90 days~~,~~ not to exceed six (6) days (48 hours) in any one year. The remaining fifty percent (50%) (6 days) will be credited for one (1) hour personal time off for each day returned to the individual accumulated sick time to be used for personal leave only, not for reimbursement purposes. This personal leave should be used within twelve (12) months and there is no cash value upon termination or retirement.

Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position. After five (5) consecutive sick days, the employer may request that the employee provide verification from a physician. The Town Manager or Department Head has the authority to approve sick time to be used if there is an illness with an immediate family member (immediate family member is described under bereavement leave).

One half of accrued sick leave time shall be paid to an employee upon retirement or termination of employment (not to exceed 45 days). Upon the death of an employee, one-hundred percent (100%) of accumulated sick leave will be paid to the widow or widower, if any, or if none, then to the guardian of the minor children, or to any other designated beneficiary.

Upon separation from the Town of York, an employee who has met the service and age standards for retirement under the Town's plan with the Maine Public Employees Retirement System (MainePERS) (whether or not the employee is a participant in the MainePERS) shall receive a payment equivalent to sixty percent (60%) of the cash value of his/her accumulated sick leave.

9. SICK LEAVE BANK

The Town of York sponsors a Leave Bank program. The purpose of this program is to permit eligible employees to voluntarily donate a portion of their accrued but unused sick time balance to the Leave Bank to be used to assist another Town employee who has suffered a non-work-related Medical Emergency, has exhausted their sick leave, vacation, and comp. time hours and would otherwise suffer a substantial loss of income as a result of taking unpaid leave.

For purposes of this Policy, a Medical Emergency is defined as a non-work related, unexpected medical condition of the employee or an immediate family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee. For example, elective surgery does not qualify as a Medical Emergency, however complications arising from an elective surgery resulting in a serious medical condition may qualify as a Medical Emergency. The balance of the leave bank shall be made available to all York employees as well as information on how to access and donate.

10. VACATION

A. Accrual. Employees assigned to a 40 hours work week shall accrue vacation leave in accordance with the following schedule (for the purpose of this article one day represents eight (8) hours for employees scheduled to work 40 hours per week and seven and one half hours for employees scheduled to work 37.5 hours per week on a year round bases):

Start to completion of year 5	112.5 (120) hours/year (15 work days)
Start of year 6 to completion of year 10	150 (160 hours/year (20 work days)
Start of year 11	187.5 (200 hours/year (25 work days)

Vacation leave shall not be earned by an employee during the following:

- Leave of absence without pay
- Suspension without pay
- After the first twelve (12) weeks of receiving Workers' Compensation benefits when on any non-pay status
- When all earned time is exhausted

B. Accrual - All employees will forfeit accumulated vacation time in excess of 30 days (240/225 hours) on Dec 31st of each year.

C. Conditions of Accrual and Use: All requests for vacation time must be submitted in advance, in writing. Written requests for vacation of 40 hours or less may be made at anytime however the requests may not be approved if the request for time will have an adverse impact on the scheduling of work and projects. Requests for vacation of more than 40 hours must be submitted at least two (2) weeks in advance of the start of the requested leave. At the discretion of the department head, employees may be approved for short notice requests of leave of over 40 hours.

All submitted requests for time off will be responded to within 24-hours of the request submission by the Director or their designee. The 24-hour response requirement may be waived by the employee should they choose.

D. Use of Leave: Use of leave pursuant to this article is intended to comply with Maine's Earned Paid leave law (MRSA Title 26, Chapter 7, Section 637) which takes effect on January 1, 2021. The Town will not unreasonably deny the use of any request for time off. The first forty (40) hours of vacation, sick, compensatory time, and personal time used each year will be designated as Earned Paid Leave (EPL). Any unused EPL shall be carried over. These hours shall comply with the Earned Paid Leave law.

E. Cash Out - In the December following ratification of this agreement, employees may request to cash out up to 37.5/40 hours of accrued vacation time at their regular rate of pay at the time of the cash out. In each December thereafter, employees may request to cash out up to 75/80 hours of accrued vacation time at their regular rate of pay at the time of the cash out. They must maintain a minimum balance of vacation of at least thirty-seven and a half (37.5)/forty (40) hours after the cash out.

F. Outstanding Vacation Leave - All outstanding vacation leave shall be paid to the employee upon separation from service. Payment shall be made at the employee's regular rate of pay as of the date of separation.

11. UNION ACTIVITIES LEAVE

Section 1 - Time Off for Union Activities

A. The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week written notice is given to the employer by the Union specifying the length of time of the leave. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's operations due to lack of available employees. Employees may utilize their accruals for this time. This section does not apply to attendance of the Union Membership Monthly Meeting.
B. The Town of York shall provide a total six (6) paid days of union leave, to be shared by the whole represented bargaining unit, for use of union represented staff to attend annual steward training and Annual Meeting as official representatives of their bargaining unit.

12. PART TIME STAFF Part time staff shall be eligible for and accrue leave on a pro-rated basis based on a five and a half (5.5) hour work day.

ARTICLE 12: LISTS AND NEW EMPLOYEES

LISTS:

The employer will provide the Union with an electronic list of the name, home address, telephone number provided by the employee, employee identification number, job classification, department, shift, pay grade (if any), wage rate, hire date, and employee status for each bargaining unit member as contained in the Employer's HR database upon request of the Union. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action within thirty (30) days of such action. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect employee privacy and protect confidential information.

NEW HIRE NOTICE AND ORIENTATION:

Each new employee who does not attend an in-person orientation or new hire meeting, where there is an opportunity for the union to present, shall be allowed one (1) hour of paid work time within their first six (6) months of employment to meet with a representative of MSEA-SEIU. This meeting will take place during regular working hours in a manner which does not create unnecessary overtime.

ARTICLE 13: MAINTENANCE OF STANDARDS

Protection of Conditions

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

ARTICLE 14: MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; set standards for service to be offered to the public; to direct the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees within the department; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duty because of lack of work or funds or other legitimate reasons; to determine the location, method, means, and personnel by which operations are to be conducted; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

ARTICLE 15: NON-DISCRIMINATION

The Town of York has committed itself to an inclusive workplace, respect for differences and fairness for all its employees to ensure their fullest degree of success within the organization. The Town is committed to providing its employees with a safe and welcoming working environment that is free from any inappropriate and/or unwelcomed behavior. The Town firmly believes in equal rights and opportunities for all employees and will not tolerate violations of any applicable state or federal laws, or applicable town policies.

1. The Employer and Union agree that each firmly believes in equal rights and opportunity for all employees and that for the duration of the Agreement neither shall discriminate against any employee in any manner which would violate any applicable laws because of said individual's age, race, color, creed, sex, gender, gender identity or expression, religion, ancestry, ethnicity, national origin, citizenship status, veteran status, economic status, mental or physical disability or handicap, genetic information, sexual orientation, marital status, political affiliation, marital status, parental status, pregnancy status, disability, weight, participation in a grievance and/or complaint whether formal or informal or other characteristic protected under state or federal law, nor shall the Union or the Employer discriminate against any employee because of the employee's non-membership or membership in the Union.

2. The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, immigration status, criminal background, marital or parental status, family relationship, sexual or affectional orientation, gender identity or expression, political party affiliation, or mental or physical disabilities which may be reasonably accommodated, and any other categories protected by law. The Employer's hiring standards shall be consistent with those required to perform the job. Moreover, the Employer is fully committed to diversifying the organization and continuing to provide equal employment opportunity to all qualified applicants and employees.

3. The employer shall respect an employee's chosen name and pronouns in all communications, including name tags, emails, and workplace interactions. The Employer shall provide access to restrooms and changing facilities that align with an employee's gender identity. When overnight lodging is required, the provided lodging will provide the employee privacy and safety. The Employer shall protect the privacy of an employee's gender identity and transition process.

4. Any inappropriate or unwelcome behavior as identified by law or town policy from employees towards other employees will be promptly addressed according to the Town's existing as on July 2025 Freedom from Harassment Policy, and shall be subject to the appropriate remedies of enforcement as provided by the Town's policies, state or federal law.

5. Complaints and Investigation:

A. Supervisors and/or Managers, and Directors, who receive complaints or have actual knowledge of discrimination, harassment, or unwelcome behavior shall promptly investigate and in coordination with the Town Manager or their designee and shall take appropriate prompt remedial steps to respond.

B. There will be no retaliation or other adverse action taken by any party against an individual who makes a good-faith complaint, reports an incident of unwelcome behavior or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report.

C. A bargaining unit employee may have Union assistance to help file and process such a complaint. If a bargaining unit employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at Level Two within ten (10) calendar days of the decision resulting from the internal review procedure. This provision shall not preclude other legal remedies provided by Law.

6. Any inappropriate or unwelcome behavior as identified by law or town policies from elected or appointed Board and Committee members towards employees will be promptly addressed according to the July 2025 Town's Code of Ethics policy and/or those remedies under law.

ARTICLE 16: ORIENTATION AND TRAINING

1. Orientation to New Positions and Departments. The Employer will provide adequate orientation and training for all new employees and those employees transferring into a new position and/or department. Adequate, for the purposes of this section, includes but is not limited to training on all assigned job duties and an evaluation of the employee's understanding and satisfactory performance of new tasks. Employees and supervisors will be provided a checklist of training for the basic duties for their position. Additional training and orientation may be periodic or ongoing depending on the needs of the position. Supervisors will work with the employee to complete their training checklist.

2. Employee Personnel Policies. The Employer will maintain a current copy of the Employee Personnel Policies. Upon request, management will provide a printed copy of the Employee Personnel Policies.

3. For any staff person responsible for training of new staff, the Department Head or Manager may, where necessary, make adjustments for that staff person in their schedule, workload, or staffing as needed to support an environment for effective training.

4. Ongoing Training: The Town of York is committed to ongoing trainings. The Town of York will determine the timing, content, and methods of such trainings but will take recommendations from staff and/or the union. The training shall be on paid time.

ARTICLE 17: PERFORMANCE EVALUATION

1. The Employer will perform regular performance evaluations to provide constructive feedback to employees to enable them to perform satisfactorily. New hires shall be evaluated regularly during their first 6-months of employment, thereafter, each Employee's performance will be evaluated on an annual basis by the appropriate supervisor in a format and procedure prescribed by the Town Manager.

2. Employees shall have an opportunity to review and comment on their performance evaluation with the Department Head and/or appropriate supervisor. Employees shall have an opportunity to make written comments on the evaluation form before the form is placed in the employee's personnel record.

3. Evaluations that identify areas of improvement or desired skill development will, if applicable, also identify the support to be provided in order for the employee to progress. Evaluations will not be used in place of discipline but an employee may also be subject to discipline for performance issues raised in an evaluation.

ARTICLE 18: PERSONNEL FILES

Personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other municipal officials, unless as otherwise required by law.

Upon request, an employee shall have the right to inspect their personnel record. Inspection shall be during regular business hours and shall be conducted under supervision by the employer. An employee shall have the right to have added to his personnel file a written refutation of any material which the employee considers detrimental.

Employees shall receive a copy of any written reprimand which is placed in the employee's personnel file. Verbal or written warnings may not be used for purposes of progressive discipline after twelve (12) months provided the employee is not cited for similar discipline. Suspensions may not be used for purposes of progressive discipline after twenty-four (24) months provided the employee is not cited for similar discipline.

ARTICLE 19: PHYSICAL WELLNESS INCENTIVE

Employees who participate in the wellness program designed by the Town or complete the York Police Department physical assessment or complete a log of the time spent exercising can receive their choice of either $250 or 15 hours of compensatory time in the fall and again in the spring.

ARTICLE 20: POSTING AND FILLING VACANCIES

Notice of vacancies for all positions covered by this Agreement in the Town of York shall be clearly posted with an appropriate description of the position and made available to all Town of York staff for a minimum of five (5) working days. For the purposes of this Article, a vacancy exists when a new position is created or when the Employer determines that a vacant position caused by an Employee's separation needs to be filled.

When both external and internal applicants have equal qualifications for a vacant position, preference will be given to the internal applicant. When multiple internal applicants with equal qualifications exist for a vacant position, preference will be given to the more senior internal applicant.

This article does not apply to positions covered by the article related to "Acting Capacity" (see Article 3).

ARTICLE 21: PROFESSIONAL DEVELOPMENT

The Town of York values its staff and believes in investing in their professional growth and training. It also values learning and continuous improvement. The Town of York encourages employees to engage in training to acquire knowledge and/or skill, which will enable the individual to perform more effectively.

As the Town budget allows, the Town shall maintain a professional development fund. Town of York staff members may request to use professional development funds for additional training related to their position for their use throughout the year, subject to advance approval of the Town Manager or designee and subject to a cap of no more than one thousand dollars ($1000) per year. Professional development funds do not roll over year to year if unused. Professional development funds may be used for fees, tuition, travel, materials or other related expenses.

DEPARTMENT PROFESSIONAL DEVELOPMENT:
Each employee will work with their supervisor to develop an annual professional development Plan. Employees shall eligible for funding, based upon availability of funds, from their department for tuition, course-related fees and other course-required and approved costs paid for advanced courses in their field or reasonably related to their work or reasonably related to promotion and advancement within their department which will help improve their skills and improve the services provided by the Town of York. Funds shall also be available for fees related to maintaining professional license or certification including testing fees. Requests shall not be unreasonably denied and shall be allocated

equitably. Prior approval for taking any such course shall have been obtained from the appointing authority and the employee shall have met the agency's requirements for satisfactory completion of the course. Each Department shall endeavor to allocate a reasonable amount of available funds in each fiscal year for such approved professional development.

SCHEDULING:
Required training shall be on work time. For other approved professional development, the employee shall make a reasonable effort to attend approved courses after regular business hours. In the event an approved course is not available after regular business hours the department may, subject to operational needs and with prior supervisory approval, permit employees to work a temporary flex schedule in order to attend such course(s) or approve it to be attended on work time.

ARTICLE 22: REIMBURSEMENTS, ALLOWANCES AND STIPENDS

1. Expenses: Reimbursement for expenses incurred in the conduct of official Town business are subject to approval by the Town Manager. Payment will be processed upon submission of receipts verifying allowable expenses.
2. Travel-Personal Vehicles: When utilizing personal vehicles for approved business related travel, an eligible employee shall be reimbursed at a rate set by the IRS Rate standard mileage allowance on January 1st of each year. Employees requesting payment under this subsection must submit the required information on the prescribed form. Normal home to work travel is not compensable.
3. Travel Expenses: When traveling on approved business matters, conferences, and meetings, employees may, upon approval of the Town Manager, receive actual reimbursement for reasonable costs incurred. When on town business (i.e. work, meetings, seminars, etc.) where a meal is not provided, the Town will reimburse the employee using the Federal Per Diem Rates, excluding alcohol but including the tip.
4. Evening Meetings: Any full-time employee living with a residence outside the Town of York, having worked at least four (4) hours prior to the end of the business day, who is required to attend an official meeting after 6:30P.M., or on a holiday or weekend day, will be reimbursed up to $25.00 for a meal eaten in a local restaurant. Reimbursement will be made upon submission of a receipt including the date and the total cost of the meal.
5. Phone: Town employees who must use a cell phone for work shall be offered the choice to either:
    a. Use a phone provided by the Town at no cost to themselves or,
    b. Receive fifty dollars ($50) a month in cell phone reimbursement for use of their personal phone
6. PPE: All Personal Protective Equipment needed for staff to perform their duties shall be provided by the Town.
7. Uniforms and Clothing Allowance:
    a. The Town will reimburse employees for uniform/clothing allowance of up to four hundred dollars ($400.00) per person per budget year for clothing mutually agreed upon

by the Department Head and the employees involved for those departments in order to purchase Town branded clothing or for required uniforms or special clothing or, due to the nature of the job, requires replacement of clothing that is ruined on the job.

b. In addition, Parks and Recreation maintenance staff and Code Inspectors shall receive the following: three hundred and fifty dollars ($350) annual boot allowance
c. Instead of the general Town clothing allowance, Parks and Recreation maintenance staff shall receive one thousand dollars ($1000) annual clothing stipend.
The Town will provide Parks and Recreation Maintenance staff with an annual clothing allowance of $1000.00 annually for the purposes of purchasing, or replacing, work related clothing as outlined in the uniform policy. The benefit will be paid in two equal lump sum installments during December and June. Lump sum payments will be taxed as income in accordance with Internal Revenue Service regulations.

ARTICLE 23: RIGHTS OF NURSING PARENTS

For an employee who is a nursing parent, the employer shall for three (3) years after the birth of a child:

1) provide adequate paid break time, according to the needs of the nursing parent, each day to express breast milk for their nursing child.
2) upon return from parental leave, the nursing parent may meet with HR or their manager to determine appropriate scheduling to meet the needs of the nursing parent.
3) shall provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy with a door that locks.
4) an employee shall not be required to combine their lunch break with their pumping break.

The employer shall not retaliate or discriminate against an employee who exercises the rights provided under this section.

ARTICLE 24: SENIORITY AND LAYOFF

Seniority: Continuous service in the bargaining unit starting from the most recent date of hire. Staff who work part time and have several months a year on layoff shall maintain and accrue seniority throughout the annual months on layoff.

Bargaining Unit Seniority shall only be forfeited when:

1. An employee voluntarily quits, retires, or transfers to a position outside the bargaining unit.

2. An employee is not recalled from layoff within the fifteen (15) month recall period.

3. An employee fails to report back to work at the expiration of a leave of absence or extension thereof.

4. An employee is terminated with cause pursuant to this Agreement.

Layoff. In the event it becomes necessary for the employer to lay off two or more employees in a classification for any reason, employees shall be laid off in the inverse order of their seniority.

Notice. If the Employer plans a layoff, the Employer will give the Union and individuals within the affected job classification as much notice as possible but in no case less than Forty five (45) days written notice. In the event of an unforeseen emergency or disaster, the timelines will not apply but the employer will provide as much advance notice as possible.

Meeting. At the Union's request, the Employer will meet with the Union to consider reasonable alternatives proposed by the Union. The meeting will be scheduled within five (5) days of the request.

Vacant Positions. If a regular employee is laid off, in lieu of layoff they may take a vacant position for which they are qualified in accordance with the requirements of the Job Posting and Vacancy Filling Article. This section shall not apply to furloughs.

Rights of Laid-Off Employees. During a furlough staff shall have the right to access and use their accrued paid time off.

For up to 15 months after the lay-off date, restoration of hours or recall from layoff will be in reverse order of seniority with the last laid off to be the first to return. This section shall not apply to furloughs. Employees will be offered recall to the position they held at the time of the layoff. Recall will be accomplished simultaneously by e-mail and trackable mail to the employee's address on file in the Human Resources Department. The employee is responsible for notifying Human Resources of any address changes. The employee must accept or reject the position within seven (7) days and report to work within fourteen (14) days of the mailing of the recall notice unless the Employer and the employee agree otherwise. An employee's recall rights terminate if the employee rejects an equivalent job (same classification and rate of pay as the pre-layoff job). A full-time employee on layoff may elect to work in a part-time position without giving up the employee's recall rights, and a full-time or part-time employee may elect to work in a temporary or per diem position without giving up the employee's recall rights. Employees in layoff status should review the open positions posted on the Employer's website and make applications for vacancies in accordance with Article Job Posting and Vacancy Filling.

ARTICLE 25: RETIREMENT

The Town of York will offer a choice of retirement programs to all full time employees. The Town will contribute on behalf of the employee in either the Maine Public Employees Retirement System (Maine PERS) as a Participating Local District or in an ICMA RC 457 Deferred Compensation Program.

Maine Public Employees Retirement System (Maine PERS) - The employer's contribution, as mandated by the Maine Public Employees Retirement System, will be paid by the Town for all eligible and participating full time employees. All full time employees not participating in Maine PERS may request the Town to contribute of the ICMA Retirement Corporation 457 Deferred Compensation Program on their behalf. All full time employees participating in Maine PERS offered by the Town who wish to participate in the ICMA Program may do so at their own expense through payroll deduction. For employees hired prior to July 1, 2016, the Town will contribute 7.5% to the ICMA RC program on behalf

of those full time employees not participating in Maine PERS. For employees hired on, or after, July ,1 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to an I.C.M.A. defined contribution program.

Social Security - All employees are mandated to participate in the Social Security System.

ARTICLE 26: SEPARABILITY

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the employer or the Union for the purposes of arriving at a mutually satisfactory placement of an article or section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 27: STEWARDS AND BARGAINING TEAM MEMBERS

Section 1. The employer recognizes the right of the Union to designate Stewards.

Section 2. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay so long as the Town does not incur any additional expenses, with a limit of two (2) hours per week. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
Section 3. Members of the negotiating team shall be allowed sufficient time of without loss of time or pay in all negotiations with the Employer concerning collective bargaining so long as the Town does not incur any additional expenses.

ARTICLE 28: UNION SECURITY

Section 1. Dues
Upon written authorization of any Employee covered by this Agreement, the Employer agrees, subject to the feasibility of the equipment used in the payroll process, to have the member's current weekly union dues deducted from his/her pay. The Union will provide notice of authorization of an Employee by sending the employer a list via email. The Employer shall be advised in writing by the Treasurer of the Union whenever any dues change occurs. The amounts to be deducted shall be certified to the Employer by the Union's treasurer and the aggregate deductions of all such Employees of the Employer shall be remitted, together with an itemized statement, to the Treasurer of the Union at his/her office in Augusta, Maine, by the 15th of the month following the deductions. For convenience, the Employer may combine the deductions into a single list and check.

Section 2. Income Protection Plan
Upon written authorization of any Employee covered by this Agreement, the Employer agrees to deduct for those Employees who wish to be covered by the Income Protection Plan provided by the Union. The amounts to be certified to the Employer by the Treasurer of the Union and the aggregate amount deducted shall be remitted to the Treasurer of the Union by the 15th of the month following said deduction. The Employer shall submit Income Protection deductions to the Treasurer of the Union in a check separate from the Dues check outlined in Section 1 of this Article.

Section 3. Membership
Membership in the Union is not compulsory.

Section 4. Indemnification
The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in deducting dues and fees and remitting them to the Union pursuant to the Union's request.

ARTICLE 29: WAGES

1. The Selectboard will grant a cost of living increase in compensation to employees in the pay scale plan, effective the first payroll in July of each year, in order to maintain the wage scales at a competitive level. The consumer price index in November of the previous year (CPI-W Al items index, U.S. City Average) will be the indicator for the annual adjustment.

2. Effective the 1st payroll in July 2025, the cost of living will be equal to the CPI-W over the 12-month period ending in November 2024 at a rate not less than 2% and not greater than 4%.

3. Effective the 1st payroll in July 2026 the cost of living will be equal to the CPI-W over the 12-month period ending in November 2025 at a rate not less than 2% and not greater than 4%.

4. Position Adjustments:
    a. Town Planner and Senior Center Cook will be adjusted in next two years due to step increases
    b. The Town agrees to provide an additional step increase for FY27 (July 1, 2026) for the following: Custodian, EMD, Kitchen Utility, and parking supervisor.
    c. The Town agrees to provide an additional step increase for the Harbor Master on January 1, 2026 and another step on the first full pay period following July 1, 2026.
    d. Eliminate Part Time Scale: January 1, 2026 the Town will place current part-time employees on the full-time scale at one step back from their current step equivalent to years. The first full pay period following July 1st, 2026 all part time staff will be moved up one step to the step equivalent to their years of service from original date of hire.

5. All positions receive an annual additional $0.25 per hour adjustment to the wage scale/wages effective January 1, 2026. All positions receive an additional $0.25 per hour adjustment effective January 1, 2027.

6. Licensing and Certification Differential: The Town will provide any employee with an advanced degree, military service, or advance professional certification that is not required by the job description an additional .50 per hour starting in Year 2. The $.50 will be added to the payscale and a sub-step and therefore would receive COLA each year. The total increase is $.50 no matter how many degrees or certifications are held. Any certifications thus credited must remain active. Any additional certifications that are not required as part of the employee's job description may be completed on town time as long as it does not impede on town operations and must be approved by the employee's department head.

7. The Town shall reimburse licensed or certified staff for all fees and testing when they are required to maintain license or certification for the position and they shall be allowed to complete requirements on paid time.

8. Employees that are newly hired may be credited for experience when placed on the wage scale. Individuals employed by the Town who have equal or greater experience shall not make less than a newly hired staff person in their same classification and shall have their wage adjusted to make it at least equal to the wage rate to the newly hired staff member.

9. Call-in Pay: Full time hourly employees called into work on a scheduled day off shall be paid for a minimum of four (4) hours of time and a rate of 1 and ½ their regular rate of pay or compensable time. This provision does not apply to scheduled overtime.

10. Stand-by Pay: Stand-by is defined as a situation where any full time employee is not confined to any particular place, but is required only to leave word where he/she can be reached readily. When a full time hourly employee is required to stand-by for emergency maintenance as determined by the Department Head he/she will be paid at the rate of $31.50 an hour per day for Saturday, Sundays and holidays as long as the employee response time is within forty-five (45) minutes of being called in to work. Should an employee not respond within the required time he/she will forfeit the stand-by pay for that day.

    Stand by will normally commence on December 1st and run through March 31st. The Town reserves the right to start the stand by pay earlier or be extended at the discretion of the Department Head.

9. Trainer Differential: If a unit member is assigned by the department head to train a new hire for a period of more than a work week during the employee's probationary period, the member will receive an additional $1 per hour for any training time.

APPENDIX A - Classification List

Accountant	Gardner
Admin Assistant	Gift Shop Coordinator
Assistant TC	Groundskeeper
Asst. Assessor	Harbormaster
Asst. Code Enforcement Officer	IT Director
Business Coordinator	Kitchen Utility
CAL Cook	Lifeguard Captain
CAL Coordinator	Maintenance Supervisor
CAL Program Coordinator	Mt. A Education Coordinator
Conservation Coordinator	Natural Resource Manager
Custodian	Parking Enforcement
Deputy TC	Parks Superintendent
Director of Planning	Payroll Specialist
Emergency Management Director	Recreation Coordinator
Engineer	Special Events Coordinator
Environmental Planner	Town Planner

APPENDIX B - See Town Wage chart

APPENDIX C - MOU:

Police Administrative Assistants Sensitive Data: Union and Police Department management shall meet to discuss. Administrative staff that are required to process, view and handle sensitive data including but not limited to crime scene photos and descriptions as well as discuss differential for those required to handle sensitive data.

Dated this 22nd day of December, 2025

TOWN OF YORK-SELECTBOARD

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_____

MAINE SERVICE EMPLOYEES ASSOCIATION,

SEIU LOCAL 1989

_____

Angela MacWhinnie

2025/2026

Town Wage Chart

Non-Union Salary +.25

	A	B	C	D	E	F	G	H	I	J	K	L
5	$49,905.91	$51,966.95	$54,060.10	$54,417.65	$58,738.83	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05
6	$51,966.95	$54,060.10	$54,417.65	$58,738.83	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25
7	$54,060.10	$54,417.65	$58,738.83	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83
8	$54,417.65	$58,738.83	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27
9	$58,738.83	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15
10	$61,251.61	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47
11	$63,903.55	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95
12	$66,659.69	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74
13	$69,556.41	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84
14	$72,558.05	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97
15	$75,770.92	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12
16	$79,190.05	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89
17	$82,681.25	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94
18	$86,380.83	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44
19	$90,255.27	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72
20	$94,268.15	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72	$155,068.73
21	$98,596.47	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72	$155,068.73	$162,398.68
22	$103,063.95	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72	$155,068.73	$162,398.68	$170,076.90
23	$107,844.74	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72	$155,068.73	$162,398.68	$170,076.90	$178,104.80
24	$112,731.84	$117,932.97	$123,413.12	$129,170.89	$135,104.94	$141,491.44	$148,122.72	$155,068.73	$162,398.68	$170,076.90	$178,104.80	$186,622.29

2025/2026

Town Wage Chart

Non-Union Hourly +.25

	A	B	C	D	E	F	G	H	I	J	K	L
5	23.99	24.94	26.00	27.07	28.25	29.42	30.73	32.05	33.43	34.87	36.42	38.06
6	24.94	26.00	27.07	28.25	29.42	30.73	32.05	33.43	34.87	36.42	38.06	39.74
7	26.00	27.07	28.25	29.42	30.73	32.05	33.43	34.87	36.42	38.06	39.74	41.52
8	27.07	28.25	29.42	30.73	32.05	33.43	34.87	36.42	38.06	39.74	41.52	43.36
9	28.25	29.42	30.73	32.05	33.43	34.87	36.42	38.06	39.74	41.52	43.36	45.31
10	29.42	30.73	32.05	33.43	34.87	36.42	38.06	39.74	41.52	43.36	45.31	47.39
11	30.73	32.05	33.43	34.87	36.42	38.06	39.74	41.52	43.36	45.31	47.39	49.57
12	32.05	33.43	34.87	36.42	38.06	39.74	41.52	43.36	45.31	47.39	49.57	51.84
13	33.43	34.87	36.42	38.06	39.74	41.52	43.36	45.31	47.39	49.57	51.84	54.21
14	34.87	36.42	38.06	39.74	41.52	43.36	45.31	47.39	49.57	51.84	54.21	56.68
15	36.42	38.06	39.74	41.52	43.36	45.31	47.39	49.57	51.84	54.21	56.68	59.33
16	38.06	39.74	41.52	43.36	45.31	47.39	49.57	51.84	54.21	56.68	59.33	62.11
17	39.74	41.52	43.36	45.31	47.39	49.57	51.84	54.21	56.68	59.33	62.11	64.96
18	41.52	43.36	45.31	47.39	49.57	51.84	54.21	56.68	59.33	62.11	64.96	68.00
19	43.36	45.31	47.39	49.57	51.84	54.21	56.68	59.33	62.11	64.96	68.00	71.73
20	45.31	47.39	49.57	51.84	54.21	56.68	59.33	62.11	64.96	68.00	71.73	74.54
21	47.39	49.57	51.84	54.21	56.68	59.33	62.11	64.96	68.00	71.73	74.54	78.08
22	49.57	51.84	54.21	56.68	59.33	62.11	64.96	68.00	71.73	74.54	78.08	81.77
23	51.84	54.21	56.68	59.33	62.11	64.96	68.00	71.73	74.54	78.08	81.77	85.63
24	54.21	56.68	59.33	62.11	64.96	68.00	71.73	74.54	78.08	81.77	85.63	89.71

2025/2026

Town Wage Chart

Non-Union Salary

A	B	C	D	E	F	G	H	I	J	K	L
$49,385.91	$51,446.95	$53,540.10	$53,897.65	$58,218.83	$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05
$51,446.95	$53,540.10	$53,897.65	$58,218.83	$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25
$53,540.10	$53,897.65	$58,218.83	$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83
$53,897.65	$58,218.83	$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27
$58,218.83	$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15
$60,731.61	$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47
$63,383.55	$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95
$66,139.69	$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74
$69,036.41	$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84
$72,038.05	$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97
$75,250.92	$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12
$78,670.05	$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89
$82,161.25	$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94
$85,860.83	$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44
$89,735.27	$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72
$93,748.15	$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72	$154,548.73
$98,076.47	$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72	$154,548.73	$161,878.68
$102,543.95	$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72	$154,548.73	$161,878.68	$169,556.90
$107,324.74	$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72	$154,548.73	$161,878.68	$169,556.90	$177,584.80
$112,211.84	$117,412.97	$122,893.12	$128,650.89	$134,584.94	$140,971.44	$147,602.72	$154,548.73	$161,878.68	$169,556.90	$177,584.80	$186,102.29

2025/2026

Town Wage Chart

Non-Union Salary

	A	B	C	D	E	F	G	H	I	J	K	L
5	23.74	24.69	25.75	26.82	28.00	29.17	30.48	31.80	33.18	34.62	36.17	37.81
6	24.69	25.75	26.82	28.00	29.17	30.48	31.80	33.18	34.62	36.17	37.81	39.49
7	25.75	26.82	28.00	29.17	30.48	31.80	33.18	34.62	36.17	37.81	39.49	41.27
8	26.82	28.00	29.17	30.48	31.80	33.18	34.62	36.17	37.81	39.49	41.27	43.11
9	28.00	29.17	30.48	31.80	33.18	34.62	36.17	37.81	39.49	41.27	43.11	45.06
10	29.17	30.48	31.80	33.18	34.62	36.17	37.81	39.49	41.27	43.11	45.06	47.14
11	30.48	31.80	33.18	34.62	36.17	37.81	39.49	41.27	43.11	45.06	47.14	49.32
12	31.80	33.18	34.62	36.17	37.81	39.49	41.27	43.11	45.06	47.14	49.32	51.59
13	33.18	34.62	36.17	37.81	39.49	41.27	43.11	45.06	47.14	49.32	51.59	53.96
14	34.62	36.17	37.81	39.49	41.27	43.11	45.06	47.14	49.32	51.59	53.96	56.43
15	36.17	37.81	39.49	41.27	43.11	45.06	47.14	49.32	51.59	53.96	56.43	59.08
16	37.81	39.49	41.27	43.11	45.06	47.14	49.32	51.59	53.96	56.43	59.08	61.86
17	39.49	41.27	43.11	45.06	47.14	49.32	51.59	53.96	56.43	59.08	61.86	64.71
18	41.27	43.11	45.06	47.14	49.32	51.59	53.96	56.43	59.08	61.86	64.71	67.75
19	43.11	45.06	47.14	49.32	51.59	53.96	56.43	59.08	61.86	64.71	67.75	71.48
20	45.06	47.14	49.32	51.59	53.96	56.43	59.08	61.86	64.71	67.75	71.48	74.29
21	47.14	49.32	51.59	53.96	56.43	59.08	61.86	64.71	67.75	71.48	74.29	77.83
22	49.32	51.59	53.96	56.43	59.08	61.86	64.71	67.75	71.48	74.29	77.83	81.52
23	51.59	53.96	56.43	59.08	61.86	64.71	67.75	71.48	74.29	77.83	81.52	85.38
24	53.96	56.43	59.08	61.86	64.71	67.75	71.48	74.29	77.83	81.52	85.38	89.46