

**AGREEMENT**

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL NO. 340  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

For The

**Water Resource Recovery Department**

July 1, 2018 – June 30, 2021

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This Agreement is entered into by the City of Saco, hereinafter referred to as the Employer, and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

## **ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (26 M.R.S.A. 961 through 974 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 Employer recognizes the Union as the sole and exclusive bargaining agent for the Water Resource Recovery Division employees for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees in the below listed bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

- Lead Operator
- Electrical Instrumental Specialist
- Operator
- Lab Technician
- Mechanic I
- Mechanic II
- Maintenance
- Laborer

## **ARTICLE 3 - UNION SECURITY**

### **A. Membership**

Membership in the Local Union is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by an employee of their equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

Any employee who does not want to become a member of the Union shall automatically have deducted a fair share fee as a contribution towards the administration of the Agreement in the amount equal to eighty percent (80%) of current dues for the duration of the Agreement.

**B. Maintenance of Membership**

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union, shall as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

**C. DRIVE**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing employee that is to be deducted from their paycheck on a bi-weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number, the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the Employer’s actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

**D. Financial Institution**

The Employer agrees to deduct designated amounts bi-weekly from the wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to a Credit Union except in those weeks during which the employee’s earnings shall be less than the amount authorized for the deduction.

**ARTICLE 4 - CHECKOFF**

The Employer shall deduct regular monthly dues, initiation, and fair share fees upon receipt of a certified statement from the Secretary-Treasurer of the Local Union as to the amount of the dues. All such forms shall be supplied by the Union. The Employer shall forward all such dues so collected to the Secretary-Treasurer of Teamsters Local 340, 27 Main St, South Portland, Maine 04116, within ten (10) days after the month in which deductions are made. The Union shall indemnify and save the Employer harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said money and remitting the same to the Union pursuant to this Article.

**ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer retains all rights and authority to manage and direct its employees, to determine work shift assignments, except as otherwise specifically provided for in this Agreement. The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Employer agrees to forward copies of said rules and amendments thereto to the Union and the designated Union Stewards.

## **ARTICLE 6 - MAINTENANCE OF STANDARDS**

### **A. Protection of Conditions**

The Employer and the Union agree 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. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This protection does not give the employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement. This section is subject however to the time limitations and agreements to be entered into between the Employer and the Union under Section C. below.

### **B. Extra Contract Agreements**

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

### **C. Fair Labor Standards Act**

It is understood and agreed that, should it subsequently be determined that any employee comes under the provision of the Fair Labor Standards Act or similar legislation, then as to such employee, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is not a violation of the statues, if such changes result in substantial penalties to either the employees or the Employer, a written notice may be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

### **D. Americans with Disabilities Act**

The Employer and Union agree that, to the extent the terms or application of the terms of the parties' Agreement conflict with the provisions of the Americans with Disabilities Act of 1990 (hereinafter "ADA" as the parties understand said law, the parties shall seek to apply and adhere to the provisions of the Agreement to the fullest extent allowed by law.

### **E. Family Medical Leave Act**

The Employer agrees to fully comply with the Family Medical Leave Act.

## **ARTICLE 7 - SUBCONTRACTING**

The Employer maintains the right to establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members. The type of work customarily performed by the employees of the bargaining unit shall be continued to be so performed.

## **ARTICLE 8 - WORK PERFORMED BY SUPERVISORS**

### **A. Work by a Supervisor**

A supervisor may continue to perform work, which they normally performed at the time this Agreement became effective. Otherwise a supervisor may do work usually performed by production or maintenance employees as a temporary measure in case of emergency; to fill in for an absentee until a replacement can be obtained; for the purpose of relieving an employee for a short period of time; for the purpose of instructing or training employees, checking work or equipment; and to protect the safety of employees and equipment.

### **B. Job Displacement or Transfers**

In cases where jobs are displaced or transfers of personnel occur, other than lay-off situations, the Employer and the Union agree to meet within fifteen (15) working days before the action to discuss and agree upon job performance or job classifications for the displaced or transferred position.

## **ARTICLE 9 - STEWARDS**

### **A. Time Off During the Work Day**

An employee who is an authorized Steward of the Union (or alternate) may be allowed time off with pay during their regular work shift hours, by permission of the Department head, to investigate grievances and attend grievance hearings and negotiation meetings, which will be scheduled during the work day, but in no case shall such time exceed a total of two (2) hours per week, except by permission of the Department Head or Supervisor.

### **B. Attendance at Union Functions**

With permission of the Department Head, the Steward (or alternate) may be allowed time off, without pay, to attend official Union functions (such as an annual convention) for up to five (5) working days, provided that there is no disruption of departmental operations, and provided that the Employer does not incur any expenses as a result of the absence of said Steward or alternate.

### **C. No Discrimination Because of Union Activities**

Any employee member of the Union acting in any official capacity shall not be discriminated against for their acts as such officer of the Union, so long such act does not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union

membership or activities.

## **ARTICLE 10 - ACCESS TO PREMISES**

With the permission of the Unit Supervisor, authorized representatives of the Union may enter Employer premises for investigation of pending disputes under this Agreement. A list of authorized Union representatives who may enter the Employer premises will be furnished by the Union to the City Administrator within forty-five (45) days of the effective date of this Agreement.

## **ARTICLE 11 - EMPLOYEE/MANAGEMENT CONFERENCE**

Conferences between representatives of the Employer 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 relationships between the parties (but not to include amendment to this Agreement). Such meetings, including a preparation of a written agenda, shall be planned in advance and 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. Disputes arising under this provision shall not be subject to the grievance procedure contained herein.

## **ARTICLE 12 - UNION BULLETIN BOARD**

The Employer agrees to furnish and maintain a suitable bulletin board in each workstation. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

### **A. Discipline**

Disciplinary action or measures shall include but not be limited to the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge (after proper hearing)

The above listed actions or measures need not be applied in sequence depending on the severity of the offense or infraction.

### **B. Disciplinary Reasons**

Disciplinary action may be imposed upon an employee for failure to fulfill their responsibilities as an employee. Violation of work rules, instances of unacceptable behavior, misconduct, or continued unsatisfactory performance will subject an employee to “progressive discipline.” All disciplinary

actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a discharge hearing whether they request it or not. This meeting shall be used to determine that just cause exists for discharge.

**C. Purging**

All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next twelve (12) months subsequent. All serious (suspension but less than dismissal) shall be purged from the file if no recurrence or discipline action is received by an employee within a twenty-four (24) month period subsequent to the serious offense. In the event further disciplinary action takes place during the 12 or 24-month period, the initial 12 or 24-month period would begin again from the date of the subsequent action.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**A. Definition**

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

**B. Procedure**

Step 1 - Shop Steward or Alternate

The aggrieved employee or employees must present the grievance to the Shop Steward or Alternate.

Step 2 - Director

The Steward or alternate, with or without the employee, shall take up the grievance with the Director within seven (7) working days after its presentation by the aggrieved employee. If the Steward and the Director had not resolved the grievance within five (5) working days after the meeting between the grievant, Steward, and Director, the Shop Steward shall submit such grievance to the Union Business Representative.

Step 3 - City Administrator

If the grievance still remains unadjusted, it shall be presented by the Union to the City Administrator in writing, within ten (10) working days after the response of the Director has been given or is due, whichever is earlier. The City Administrator shall meet with the union within seven (7) working days of receipt of the written grievance. The City Administrator shall respond in writing to the Union Steward and the employee with a copy of the response to the Teamsters Local 340 within ten (10) working days of a meeting.

#### Step 4 - Arbitration

If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the City Administrator is received or is due, whichever is earlier, by written notice to the City Administrator, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union shall schedule a meeting within ten (10) working days after notice has been given. If the parties fail to select an arbitrator, the Union may request the services of the Maine Board of Arbitration and Conciliation within ten (10) working days after notice of appeal has been given.

Each party shall be responsible for compensating outside witnesses. If either party desires a verbatim record of the proceeding, 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.

#### **C. Time Limits**

All grievances shall be initiated no later than thirty (30) working days after the occurrence of the event giving rise to the grievance (forty-five (45) working days if economic issues are involved) The time limits for the processing of grievances may be extended and confirmed in writing by either party.

### **ARTICLE 15 - SEPARATION OF EMPLOYMENT**

#### **A. Separation Pay**

Upon separation, the Employer shall pay all wages owed as well as earned vacation pay due the employee, if any, on the next regular pay day.

#### **B. Resignation**

In all cases of voluntary separation, the employee shall provide the Employer with written notice of intent to terminate employment ten (10) working days prior to such termination.

### **ARTICLE 16 - SENIORITY**

#### **A. Definitions and Purpose**

A seniority list shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employees last date of hire. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service within the unit only from the date of last hire and shall be a factor in all matters affecting promotions if employees are otherwise substantially equally qualified and shall be a major factor in all matters affecting lay-off, recall, and vacation preference.

#### **B. Lay Off**

In the event it becomes necessary for the Employer to lay-off employees, for any reason, employees

shall be laid off in the inverse order of their seniority, by classification, with bumping rights. All affected employees shall receive a two (2)-calendar workweek advanced notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. Recall lists will be kept active for a period of two (2) years; an employee laid off will have no further rights to employment. Notification will be submitted to the employee in writing through certified U.S. Mail to the last known place of residence. No new employees shall be hired until all employees on layoff status have been afforded recall notices.

**C. Seniority List**

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) days period, the seniority list shall be deemed correct.

**D. Probationary Period**

Upon employment, all employees shall be subject to a period of probation. This period shall be six (6) months. During the probationary period, the appointing authority may remove the probationer at any time if the employee's work conduct is found to be below satisfactory standards. The dismissal will not be subject to the grievance arbitration.

**E. Vacancies**

Vacancies in the bargaining unit positions should be posted at appropriate locations for five (5) business days in order that employees shall have an opportunity to apply for vacant jobs.

Nothing in this article shall prohibit the City from advertising outside the unit to attract the most qualified applicants.

**ARTICLE 17 - WORK WEEK**

The workweek shall consist of forty (40) hours per week over a one hundred sixty eighty (168) hour period. The current schedule and shifts remain in effect for the duration of this Agreement. The normal week schedule shall be 7:00 A.M. through 3:30 P.M., Monday through Thursday and 6:30 A.M. to 12:30 P.M. on Friday. The schedule may be altered during periods of emergencies.

## **ARTICLE 18 - OVERTIME AND CALL BACK PAY**

### **A. Rate of Pay**

All hours actually worked by a unit employee beyond forty (40) in a work week, or the regularly scheduled work day, shall be paid at a rate of one and one-half (1 1/2) times the base hourly rate of the unit employee.

### **B. Definition of Hours Worked**

For all other forms of leave time shall be computed as time worked for overtime computation purposes.

### **C. Emergency and Routine Plant Check Call Back**

If an employee is called to respond to an emergency or is required to perform routine plant checks, the employee would be reimbursed three (3) hours straight time plus time and one-half (1 1/2) for hours actually worked. In cases where call-ins annex the beginning of a work shift, the employee would not receive three (3) hours call back (straight time). In the case of snowplowing, the employee would be reimbursed for 1-1/2 hours call back in lieu of 3 hours.

### **D. On Call Time**

Employees who are placed on-call by the Department to respond to emergency calls during non-work hours shall be entitled to receive four hours of straight time pay or four hours of compensatory time for seven days of being on-call. Compensatory time may only accrue up to forty hours. During the time period in which they are on call employees must respond to alarms, in an appropriate condition to work, at the treatment plant or the site of the problem within forty-five (45) minutes of being called.

## **ARTICLE 19 - SALARIES AND WAGES**

### **A. Wage Scale**

The attached wage schedule shall be in existence for the duration of the Agreement. (Appendix A attached and made a part hereof.)

### **B. Direct Deposit**

Employees may elect to receive pay by check, direct deposit or a combination of both direct deposit and a paycheck.

### **C. Pay Days**

Employees will receive their paycheck every other week.

### **D. Section 125 Flexible Spending Account**

The Employer will make available a Section 125 Plan for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. Maximum coverage shall be \$2500 per fiscal year for the Medical Expenses Reimbursement

Flexible Spending Account. If the plan is expanded for other bargaining units during the term of this Agreement, it must apply to this bargaining unit as well.

**E. Temporary Assignments**

The Union agrees that the Employer may assign, on a temporary basis, a person from one position to another within the unit provided the higher pay for the higher classification will be paid after one (1) work day in the classification; however, if an employee is filling in for someone on vacation, this section does not apply. An employee will not receive lower pay if temporarily assigned to a classification in which the hourly rate is lower.

**ARTICLE 20 - HOLIDAYS**

**A. Recognized and Observed Holidays**

The following days shall be recognized and observed as paid holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 9. Veteran's Day           |
| 2. Martin Luther King Day | 10. Thanksgiving Day       |
| 3. President's Day        | 11. Day after Thanksgiving |
| 4. Patriot's Day          | 12. ½ Day Christmas Eve    |
| 5. Memorial Day           | 13. Christmas Day          |
| 6. Independence Day       | 14. ½ New Year's Eve       |
| 7. Labor Day              | 15. Floating Holiday       |
| 8. Columbus Day           |                            |

**B. Floating Holiday**

At the discretion of the employee's supervisor, the floating holiday may be taken at a time agreeable to the supervisor and the individual employee.

**C. Week-End Holidays**

If one of the above-named holidays falls on a Saturday, the proceeding Friday will be the observed holiday. If one of the above-named holidays falls on a Sunday, the succeeding Monday will be the observe holiday.

**D. Administrative Days**

Employees shall be entitled to any and all Administrative leave days declared by the City Administrator.

## ARTICLE 21 - ANNUAL VACATIONS

### A. Schedule

<b>Years of Continuance Service (Begin Accruing)</b>	<b>Maximum Annual Vacation Hours Accumulation</b>	<b>Hours of Vacation Accrued Per Bi-Weekly Pay Period</b>
Date of Hire through the completion of the 4 <sup>th</sup> year	80 hours	3.08 (80 hr pay period)
Beginning the 5 <sup>th</sup> year through completion of the 9 <sup>th</sup> year	120 hours	4.62 (80 hr pay period)
Beginning 10 <sup>th</sup> year through completion of the 25 <sup>th</sup> year	160 hours	6.15 (80 hr pay period)
Beginning of 26 <sup>th</sup> year until retirement	200 hours	7.69 (80 hr pay period)

New hires shall not be eligible to apply/take earned vacation until after six (6) months of employment.

### B. Accrual

Entitlement to vacations under this section shall be determined as of the employee's anniversary date each year and accrued on a bi-weekly basis. Vacation shall be granted according to classifications and then according to seniority in the Department. Accruals shall be at no more than their required limit for that year on the employee's anniversary. Vacation time off shall be scheduled at such time or times as shall be mutually agreeable to the employee and the employer (granting of vacation time off shall not be withheld in an arbitrary or capricious manner), except in the case where the Employee fails to schedule or take vacation time off within the prescribed time, and in such cases the Employer may direct the Employee to take time off.

### C. Continuous Service

For the purpose of computing continuous service, it is agreed that time incurred while the employee is absent because of sickness or disability, or on layoff of less than twelve (12) months duration, shall be deemed time worked.

### D. Separation from Employment

1. In the event of dismissal of an employee for cause or if an employee voluntarily leaves employment, said employees shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year in which the employee is dismissed or voluntarily separates from service.
2. Employees who separate in good standing or retire from the Department and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid at the wages equivalent to the accrued vacation.

### **E. Vacation Pay**

Vacation pay shall be based upon the base weekly rate of the employees. Use of sick leave while on a scheduled vacation or compensatory time is prohibited.

## **ARTICLE 22 - SICK LEAVE**

### **A. Accrual**

Employees shall be entitled to 3.46 hours per pay period for a 7.5 hour work day and 3.69 hours per pay period for an 8 hour day of sick to accumulate to a maximum of nine hundred (900) hours for employees who work 7.5 hour days and nine hundred and sixty (960) hours for employees who work 8 hour days. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation time shall be considered as working time. An eligible employee shall be entitled to sick leave pay when, by reason of “non-service connected” disabling injury or illness, is unable to perform none of the duties for which they are qualified. Employees may use up to forty (40) hours per year from their accrued sick leave as family sick leave. Exceptions and additional time may be granted at the sole discretion of the City Administrator for extenuating circumstance.

### **B. Certification**

Sick leave pay for up to three (3) consecutive days of sick leave shall be granted. The Employer, at its discretion, may require that a request for sick leave pay for more than three (3) consecutive days shall be accompanied by a written statement from the employee’s doctor showing need. The employee shall, when at the time required, advise the Employer of their medical status and availability for work.

### **C. Unused Sick Leave**

1. Upon separation from employment in good standing, the employee shall be paid for thirty-five percent (35%) of their accumulated sick leave, provided the employee has been employed ten (10) years. The employee shall be paid fifty percent (50%) of their accumulated sick leave provided the employee has been employed twenty (20) years. The employee shall be paid seventy percent (70%) of their accumulated sick days leave provided the employee has been employed thirty (30) years
2. If an employee dies while they are an employee of the Employer, 100% of the employee’s accumulated, unused sick leave shall be paid to the employee, spouse, or children or to the estate of the employee.
3. Sick Leave Bank: Employees who have accumulated a sick leave maximum of nine hundred and sixty hours may, at their option, choose to place up to forty hours of sick leave per year into a sick leave bank. Sick leave days deposited into the bank shall be made available to employees within the bargaining unit who have depleted their sick leave due to a serious illness or disability. Eligibility for using bank sick leave shall be determined by an Employee Review Committee comprised of

three (3) Union Representatives appointed by the Union's Bargaining Agent and Shop Steward. Any employee applicant approved by the Employee Review Committee shall not receive more than 60% of the accumulated days deposited into the Sick Leave Bank.

**D. Review Committee**

The employee Review Committee shall establish eligibility requirements that set forth reasonable standards for use of sick leave deposited in the bank. Those eligibility requirements shall include waiting periods, disability, or illness covered and other related information. Final approval of Sick Leave policy shall rest with the City Administrator or designee to ensure that provisions of individual programs do not conflict with applicable Employer ordinances or Maine State statutes.

**E. Bonus**

The Employer shall pay a bonus of one (1) day's pay or one (1) day off with pay to any employee who uses two (2) days or less of sick leave in a six (6) month period to be computed on the employee's anniversary date. Employees shall carry no more than two (2) bonus days at any one time. Bonus days must be used in the year in which they are earned.

**F. Family Sick Leave**

The employee may use up to forty (40) hours per year to care for ill family members and to be deducted from the employee's accrued sick time. Employees may have forty (40) additional hours of family sick leave available in accordance with Saco's Personnel Policy. Approvals may be made at the discretion of both the WRRD Director and the City Administrator. Said approvals will not be precedent setting and will not constitute a past practice.

The City of Saco provides Family Medical Leave to eligible employees under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the Maine Family and Medical Leave Act (MFMLA).

Employees should make an appointment to meet with Human Resources to discuss their FMLA options and if it is a FMLA qualified event, may use their sick or vacation time while out on FMLA.

**G. Medical Appointments**

Sick will be used for scheduled medical appointments. These hours shall not be counted against their sick leave bonus incentive. Employees should make all attempts to have their appointments at the beginning or end of shift.

**ARTICLE 23 - PAID LEAVE**

**A. Family Death**

In the event of a death of an employee's spouse, significant other, domestic partner or children, they shall be granted five (5) consecutive calendar days leave of absence with full pay to make household arrangements. In the event of a death of an employee's mother, father, sister, brother, step-parents, step-children, grandmother, grandfather, grandchildren, spouse/significant other/domestic partner's

grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, they shall be granted up to three (3) days leave of absence with full pay to make household arrangements and arrange for medical services or to attend funeral services.

**B. Other Relatives**

For relatives other than those mentioned above, such as aunt, uncle, niece, nephew, first cousin, one (1) day leave with pay to attend the funeral or wake will be granted.

**C. Out of Town Death**

To be compensated for leave time for an out of town death, the Employer may require the employee to furnish the Superintendent with proof of death.

**D. Additional Leave**

The City Administrator may grant additional leave under this clause in unusual or exceptional circumstances.

**ARTICLE 24 - LEAVE OF ABSENCE**

A regular employee may be granted a leave of absence without pay by the Director when approved by the City Administrator but for no period greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence. The Union shall be notified in writing of any such leave of absence within one (1) week of the effective date, if possible. If due to emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter. The leave of absence shall be used for the purpose for which it was originally approved. Failure to comply with the provisions could result in the complete loss of seniority rights for the employee involved.

**ARTICLE 25 - JURY DUTY**

**A. Jury Duty**

The Employer shall pay an employee assigned to jury duty their pay, provided however, that said employee remits all jury duty pay to the Employer.

**B. Court Appearances**

In cases of court appearances required of employees who appear in court on Employer business, The Employer will pay the difference between the witness fee and the employee's regular pay.

**ARTICLE 26 - MILITARY LEAVE**

Employees shall be granted military leave of absence without loss of seniority to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The employee on reserve or guard duty must furnish

the department head with an official statement signed by authority giving the employee's rank, pay and allowance during the employee's seventeenth day period. Employer will pay the difference, if any, between the employee's regular pay and military leave pay for National Guard or reserve training up to seventeen (17) calendar days per year.

## **ARTICLE 27 - INSURANCE AND RETIREMENT**

### **A. Short-Term Disability and Long-Term Disability Insurance**

An employee's sick leave and vacation time can be used in conjunction with the income protection insurance to ensure continued compensation or the employee must otherwise cover their other benefit expenses when out on disability.

For short-term disability, the City's Income Protection Vendor covers 66.7% of the weekly gross salary. The other 33.3% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

For long-term disability, the City's Income Protection Vendor covers 60% of the weekly gross salary. The other 40% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

The City of Saco provides all full-time employees working a minimum of 30 hours or more per week long term-term disability benefits. The benefit pays a maximum of \$1,000 or 60% of an employee's monthly salary. Employees can buy additional long-term disability coverage during open enrollment or as a new hire. Employees may purchase additional long-term disability insurance. The monthly benefit cannot exceed \$6,000.

Example: Annual salary of \$60,000/12 x 60% = Monthly benefit \$3,000.

Except for unforeseen circumstances, such as an emergency, prior to going out on any disability, employees will meet with Human Resources to understand their benefit deductions and payment plan.

All of these provisions will be in accordance with the insurance policy.

### **B. Worker's Compensation**

The Employer shall provide Worker's Compensation coverage to its employees.

### **C. Medical Insurance**

1. The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan or comparable with an Health Reimbursement Arrangement (HRA) funded at 75% (seventy five percent) of the maximum out of pocket (MOP) cost for an employee on the plan, or for an employee with any dependents (spouse and/or children) enrolled in the plan.

The City of Saco provides tax-free reimbursements of qualified medical expenses through the Health Reimbursement Arrangement (HRA). The HRA is integrated with its current group health plan and is funded 100% by the City. The account is set up to reimburse employee single coverage or employee and dependent coverage at a rate of 75% of the total required health benefit out of pocket expenses. Commencing on January 1, the HRA accounts are updated. However, the new calendar year funds are incorporated at the time of the first calendar year payroll. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses. If the City changes plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided herein.

2. The employee share is twenty percent (20%) and employer share is eighty percent (80%).
3. Employees who show proof of health insurance outside the City of Saco may opt out of City insurance and be eligible for a bi-weekly reimbursement of one hundred fifty (\$150).
4. When an employee retires and qualifies as a retiree with Maine Municipal Employees Health Trust, the employee may continue their health coverage with the Trust so long as permitted by the trust.

#### **D. Dental/Optical Fund**

The Employer agrees to provide a dental and optical fund payable to each employee per contract year from which each unit member may draw for family dental and optical expenses upon presentation of bills for dental and optical services rendered. The fund will be three hundred twenty-five dollars (\$325) per employee per year. An employee must be employed for a minimum of six (6) months before being eligible for this benefit.

The union may choose instead of the above mentioned dental/optical fund a dental insurance plan. If so chosen by the union, the City will provide the employees with a dental program with an optional optical insurance rider, provided the City is able to meet the participatory requirements of the plan. The above mentioned \$325 shall be contributed towards the cost of their elected premium and the employee shall pay the remaining cost. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 stipend as outlined above.

- E. If the City of Saco adopts a Retirement Health Savings Plan the members of the bargaining unit will have the opportunity to participate in the plan.

### **ARTICLE 28 - RETIREMENT AND SOCIAL SECURITY**

#### **A. Maine State Retirement**

The Employer agrees to continue to participate in the Maine State Retirement Consolidation Plan.

**B. Social Security**

The Employer further agrees to continue to participate in the Social Security Program (FICA).

**C. Deferred Compensation**

An employee covered by this Agreement may forego Maine State Retirement and lieu thereof, participate in the City of Saco's Deferred Compensation Plan, 401A (mandatory 5% match), or Empower Retirement plan (City contributes 5%), or ICMA 457 plan (City contributes 5%)

**ARTICLE 29 - INJURIES IN THE LINE OF DUTY**

**A. Pay**

An employee who sustains a personal injury or compensable illness arising out of and in the course of employment shall be paid during each week of total incapacity to work resulting from the injury or illness an amount sufficient, when added to the weekly payment of Worker's Compensation, to equal the employee's net regular or net weekly wage in accordance with Appendix B hereof.

**B. Limits**

Such payments shall not be continued beyond four (4) weeks except upon order passed by the City Council. No additional payments shall be made in any instance when, in the opinion of the Wastewater Deputy Director and the City Administrator, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee, or while the employee is in the employ of any other persons, firm, or corporation.

**ARTICLE 30 - IDENTIFICATION FEE**

Should the City find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the City.

**ARTICLE 31 - HEALTH AND SAFETY**

**A. Rules and Regulations**

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

**B. Safety Standards**

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

**C. Safety Devices**

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

**D. Vehicle Safety**

If a member of the Unit deems their vehicle or their equipment to be unsafe, they shall notify their supervisor in writing, which in turn shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

**E. Accidents**

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

**F. Property and Equipment**

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.

**G. Smoke Free Workplace**

There will be no smoking of tobacco products or the use of smokeless or “spit” tobacco within city-owned or leased vehicles and buildings including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage per state and federal laws.

**ARTICLE 32 - NON-DISCRIMINATION**

**A. Non-Discrimination**

The Employer 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, marital status, or physical handicap except, as any of these factors may be bona fide occupational qualifications. Neither shall the Employer or Union limit, segregate, or classify employees in any way to discriminatory deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

**B. Gender Neutral**

The use of the male or female gender 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.

### **ARTICLE 33 - SEPARABILITY AND SAVINGS CLAUSE**

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

### **ARTICLE 34 - EDUCATION**

The Employer will reimburse the employee for the cost of tuition up to the maximum equal to the University of Southern Maine rates. In order to be eligible for course reimbursement, the employee must:

1. Seek prior approval from the Director in advance of taking the course.
2. Show job relatedness
3. Receive a passing grade prior to reimbursement

### **ARTICLE 35 - POLITICAL ACTIVITY**

While working full time for the City of Saco, employees will refrain from seeking or accepting nomination for election to any office in the City Government. City employees shall not circulate petitions or campaign literature for elective City 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 City. This provision is not to be construed to prevent City employees from becoming, or continuing to be, members of any political organization, from attending any political organization meetings and expressing their views on political matters, or from voting with complete freedom in any election.

### **ARTICLE 36 - NO STRIKE**

#### **A. No Strike**

During the term of this Agreement, the union and its Unit employees agree that they will not engage in a work stoppage, a slowdown, or a strike.

#### **B. No Lockout**

The Employer agrees it will not lockout employees during the term of this Agreement.

### **ARTICLE 37 - REST BREAKS AND CLEAN-UP TIME**

Employees shall have a total of forty five (45) minutes per day Monday through Thursday and twenty-five (25) minutes on Friday for rest breaks and clean-up time. This time is to be taken when needed; however, such breaks cannot be taken during periods of emergency affecting the health, safety, and welfare of Saco citizens.

**ARTICLE 38 - MILEAGE REIMBURSEMENT**

Commencing with the effective date of this Agreement, the mileage reimbursement rate for employees using their personal vehicle on Employer business shall be the IRS rate per mile. It is understood that mileage reimbursement shall be applied for on prescribed Employer forms.

**ARTICLE 39 - UNIFORMS AND PROTECTIVE CLOTHING, TOOL ALLOWANCE**

**A. Tool Allowance**

The employer will provide a yearly tool allowance of \$550 for Mechanic I, Mechanic II and Electrical Instrumental Specialist.

**B. Clothing Allowance**

The employer will provide an annual clothing allowance of \$550 to each bargaining unit member excluding the Administrative Assistant. Employees will wear clothing that is neat and presentable consisting of jeans and/or Dickey style work pants and shirts with collars or polo style.

**ARTICLE 40 - MATERNITY LEAVE**

It is understood that maternity and paternity leave for employees shall be granted as outlined in the Federal and State Family Medical Leave Act.

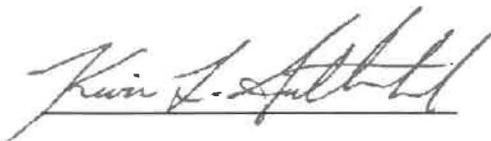
**ARTICLE 41 - DURATION OF AGREEMENT**

Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July 2015 and shall remain in full force and effect until June 30, 2018. The Agreement 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 the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

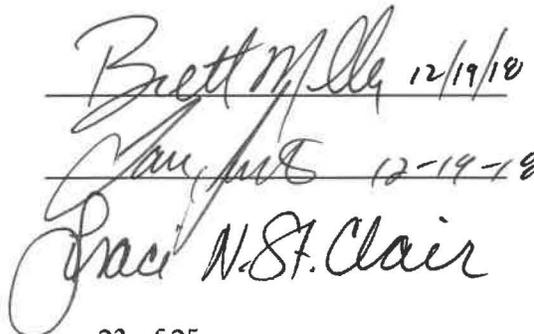
IN WITNESS WHEREOF, the parties have hereunto set their hand this 18<sup>th</sup> day of December, 2018.

FOR THE CITY

FOR THE UNION



Kevin L. Sutherland  
Its: City Administrator





## **APPENDIX B - REPAYMENT OF TUITION AND EXPENSES TO EDUCATION COURSES**

### **A. Prior to Taking a Course**

In order to be eligible for prepayment of tuition, registration fees and attendant expenses for educational courses, seminars, workshops, and job pertinent course offerings, an employee must:

1. File, in a reasonable manner with the Director, a request in advance of the course or offering being taking.
2. Submit with the request details such as costs, tuition, course content, textbook needs, costs, and attendant expenses.
3. Receive written approval from the City Administrator to take said course(s) before City money is advanced to take said education offering.

### **B. Upon Completion of Course**

Upon completion of the course(s) (or failure to complete the course), the employee must file with the Human Resources Director as follows:

1. Proof of passing, completing, or attending the educational offering or the reasons for not passing or completing the offering.
2. Return all textbooks or course material, which may be utilized for in-house purposes.
3. Return all monies advanced if the employee fails to complete or pass the educational offering.