

**AGREEMENT**

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL NO. 340  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

For The

**Water Resource Recovery Department**

July 1, 2021– June 30, 2024

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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 Specialist
- Operator
- Lab Technician
- Mechanic I
- Mechanic II
- Maintenance
- Laborer/Apprentice

**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/she 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.

**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, 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. Family Medical Leave Act**

The Employer and Employees 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 Workday**

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 Department Head, 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 suspend-able 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 ten (10) working days after its presentation by the aggrieved employee. If the Steward and the Director have not resolved the grievance within ten (10) 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 Business Representative 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 ten (10) 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 and shall undergo an exit interview with the Human Resources Director.

**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 performance 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 eight (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 compensated for by a unit employee beyond forty (40) in a work week shall be paid at a rate of one and one-half (1 1/2) times the base hourly rate of the unit employee.

**B. 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.

**C. 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 will receive their paycheck via direct deposit.

**C. Pay Days**

Employees will receive their paycheck on a biweekly basis.

**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 according to IRS rules 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.

## ARTICLE 20 - HOLIDAYS

### A. Recognized and Observed Holidays

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day/Indigenous People's Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. ½ Day Christmas Eve
14. Christmas Day
15. New Year's Eve (1/2 day)
16. Floating Holiday

### 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. Floating holidays cannot be banked.

### 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

WRRD employees are considered essential personnel and must use accruals for days off related to inclement weather or declarations made 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)

### 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. Accruals shall be at no more than their required limit for that year on January 1<sup>st</sup> of each year.

Vacation shall be granted or denied at the time requested by the employee. In the event, the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first requested a given period shall be granted the vacation period.

The City may allow a maximum of two (2) employees per unit provided there are sufficient staffing levels to be on vacation leave at the same time. Additional employees may be allowed leave with the approval of the Director or designee.

Administration reserves the dates of the Annual MEWEA Fall Convention as blackout dates. No vacation requests during this time will be granted due to levels of staffing.

### C. Earned Paid Leave effective 1-1-2021 as required by 26 MRSA 637

The City of Saco's accrual rate and criteria for vacation meets what is required by the new Earned Paid Leave law for regular full time and regular part time employees. The first 40 vacation hours used by the employee shall be designated as Earned Paid Leave for purposes of this law.

### D. 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) weeks duration, shall be deemed time worked.

**E. Separation from Employment**

Employees who separate 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.

**F. 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, unless there are extenuating circumstances which may warrant approval of sick/vacation, which will be determined by the Department Head.

**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 disabling injury or illness, is unable to perform their 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 estate of the employee.
3. Employees who are enrolled in the Retirement Health Savings Account will have their sick leave rolled into their RHS upon separation in accordance with the Retirement Health Savings plan.

#### **D. Personal Days**

Employees may use up to two (2) of their accrued sick days as personal days per calendar year in place of the attendance incentive previously in place. Employees may deposit personal days into the ICMA RHS – Retirement Health Savings Account. The RHS Program is sponsored by your employer and administered by ICMA-RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for applications.

#### **E. 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.

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, must use their sick or vacation time while out on FMLA.

#### **F. Medical Appointments**

Sick will be used for scheduled medical appointments. Employees should make all attempts to have their appointments at the beginning or end of shift.

### **ARTICLE 23 - PAID LEAVE**

#### **A. Bereavement Leave**

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



additional leave under this subsection in unusual or exceptional circumstances.

### **B. Jury Duty**

Regular full-time and part-time employees who are called for jury duty, or subpoenaed by a legislative, judicial, or administrative tribunal, should promptly notify your supervisor in order that arrangements may be made. The city will pay employees while serving this duty.

If excused from jury duty for part of a day such that you could work for at least six regularly scheduled hours (including the time required to prepare for work), you must return to work in order to be paid. Otherwise, such time will be charged to vacation leave. If no vacation time has accrued, you will not be paid by the city.

### **C. Additional Leave**

The City Administrator may grant additional leave under this clause in unusual or exceptional circumstances (see Article 24 below).

## **ARTICLE 24 – UNPAID LEAVE OF ABSENCE**

A regular full-time 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 - 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. See full policy in Employee Handbook.

## **ARTICLE 26 - 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.

The City of Saco provides all full-time employees working a minimum of 30 hours or more per week both short- and long-term disability benefits.

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 these provisions will be in accordance with the insurance policy.

### **B. Workers' Compensation**

The Employer shall provide Workers' Compensation coverage to its employees (see the Employee Handbook).

### **C. Medical Insurance**

The City will provide a group health insurance plan, The City's health coverage and level of service shall be established by the City Council. Currently this is an 80% employer and 20% employee share.

Full-time and regular part-time employees and their families are eligible to participate. An employee must apply for coverage and coverage is not automatic. Regular part-time employees pay a pro-rated amount to of premium based on their weekly schedule versus others in the same department.

The health insurance coverage shall be determined by the City Council. The employee will pay any difference.

### **D. Insurance Opt Out**

Any employee who does not elect to receive health insurance benefits and can demonstrate that they have eligible insurance coverage, shall be eligible to receive \$150.00 biweekly through payroll.

**E. Dental/Optical Insurance**

The city will provide a vision and dental plan for employees. Employer/Employee contributions will be communicated during open enrollment annually.

**F. Retirement Health Savings Plan**

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 27 - RETIREMENT AND SOCIAL SECURITY**

**A. Maine State Retirement**

The Employer agrees to continue to participate in the Maine State Retirement PLD 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 28 - INJURIES IN THE LINE OF DUTY**

**A. Pay**

In the case where an employee sustains a work connected illness and/or injury arising out of and in the course of employment, which disables an employee from being able to perform the duties of the position, the employee may draw from their sick leave, and vacation leave, if earned and accumulated, per disability, to cover the seven (7) day waiting period and then be able to draw sick leave, and vacation leave to equal 100% of the employee's gross wages when added to their Workers' Compensation payment.

## **ARTICLE 29 - 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 30 - 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. Personal Protective Equipment**

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. See Employee Handbook.

### **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. Tobacco 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 31 - NON-DISCRIMINATION**

### **A. Non-Discrimination**

Any discrimination based on a protected class status is illegal with regard to race, religion or belief, national origin, social origin, or ethnic origin, sex (including pregnancy), age (over 40) physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, whistleblower status as well as arrest and court record and any other status protected by state and federal law. All such complaints will be addressed and, if necessary, appropriate action will be taken.

### **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 32 - 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 33 - EDUCATION**

Employees wishing to enroll in educational or vocational work that is directly related to their position must secure prior approval with the Department Head. In cases where the approval is granted, the City will reimburse the employee for a portion of their tuition as prescribed in the Employee Handbook. Exceptions may be granted by the City Administrator on a case-by-case basis.

## **ARTICLE 34 - POLITICAL ACTIVITY**

No employees shall participate in any political activity which would conflict with the performance of their functions and duties. Employees must not promise favors as a reward for the political activity of others. City employees shall not circulate petitions or campaign literature for elective City of Saco 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 while they are working for the City.

## **ARTICLE 35 - 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 36 - 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 37 - 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 38 - UNIFORMS AND PROTECTIVE CLOTHING, TOOL ALLOWANCE**

### **A. Tool Allowance**

The employer will provide a yearly tool allowance of \$800.00 for Mechanic and Electrical Instrumental Specialist.

### **B. Clothing Allowance**

The employer will provide an annual clothing allowance of \$650.00 to each bargaining unit member. 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 39- DURATION OF AGREEMENT**

Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July 2021 and shall remain in full force and effect until June 30, 2024. 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.

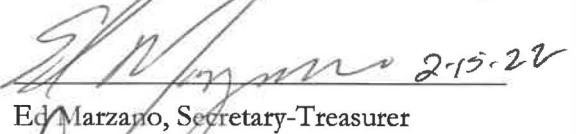
IN WITNESS WHEREOF, the parties hereunto have set their hands this 7<sup>th</sup> day of February 2022.

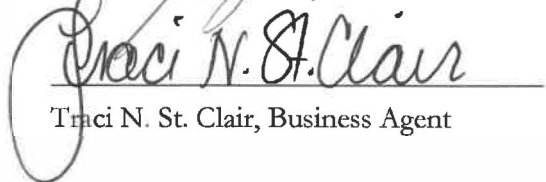
For the City

  
Bryan Kaenrath, City Administrator

For the Union

  
Brett R. Miller, President & Business Agent

  
Ed Marzano, Secretary-Treasurer

  
Traci N. St. Clair, Business Agent

## APPENDIX A - WAGE SCALE

### Mechanic II

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$28.93	\$29.78	\$30.69
Begin 5th Year	\$29.49	\$30.37	\$31.29
Begin 9th Year	\$30.06	\$30.96	\$31.89
Begin 13th Year	\$30.64	\$31.56	\$32.51
Begin 17th Year	\$31.23	\$32.17	\$33.13
Begin 21st Year	\$31.84	\$32.80	\$33.78

### Mechanic I

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$29.81	\$30.70	\$31.163
Begin 5th Year	\$30.39	\$31.30	\$32.24
Begin 9th Year	\$30.99	\$31.92	\$32.88
Begin 13th Year	\$31.60	\$32.55	\$33.52
Begin 17th Year	\$32.23	\$33.20	\$34.19
Begin 21st Year	\$32.86	\$33.85	\$34.86

### Electrical Specialist

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$33.61	\$34.62	\$35.66
Begin 5th Year	\$34.28	\$35.31	\$36.37
Begin 9th Year	\$34.97	\$36.02	\$37.10
Begin 13th Year	\$35.67	\$36.74	\$37.84
Begin 17th Year	\$36.38	\$37.47	\$38.60
Begin 21st Year	\$37.11	\$38.22	\$39.37

### Lead Operator

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$29.37	\$30.25	\$31.15
Begin 5th Year	\$29.95	\$30.85	\$31.78
Begin 9th Year	\$30.55	\$31.47	\$32.41
Begin 13th Year	\$31.16	\$32.10	\$33.06
Begin 17th Year	\$31.79	\$32.74	\$33.72



Begin 21st Year	\$32.42	\$33.39	\$34.40
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**Lab. Technician**

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$25.69	\$26.46	\$27.25
Begin 5th Year	\$26.20	\$26.99	\$27.80
Begin 9th Year	\$26.73	\$27.53	\$28.35
Begin 13th Year	\$27.26	\$28.08	\$28.92
Begin 17th Year	\$27.81	\$28.64	\$29.50
Begin 21st Year	\$28.36	\$29.21	\$30.09

**Operator**

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$25.69	\$26.46	\$27.25
Begin 5th Year	\$26.20	\$26.99	\$27.80
Begin 9th Year	\$26.73	\$27.53	\$28.35
Begin 13th Year	\$27.26	\$28.08	\$28.92
Begin 17th Year	\$27.81	\$28.64	\$29.50
Begin 21st Year	\$28.36	\$29.21	\$30.09

**Laborer/Apprentice**

	3%	3%	3%
<b>Length of Service</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
Start	\$19.21	\$19.79	\$20.38
Begin 5th Year	\$19.59	\$20.18	\$20.79
Begin 9th Year	\$19.99	\$20.59	\$21.20
Begin 13th Year	\$20.39	\$21.00	\$21.63
Begin 17th Year	\$20.79	\$21.42	\$22.06
Begin 21st Year	\$21.21	\$21.85	\$22.50

**License Certificate**

When an employee (other than the Electrical Specialist position) attains State License Certification in the following grades, their base rate will be increased by the amount listed below:

Step 1 - Grade 3	2% over base
Step 2 - Grade 4	5% over base
Step 3 - Grade 5	8% over base

### **Master Electrician**

If an employee has their master electrician license, they shall receive 2% over base rate.

### **Lateral Transfer**

The Department Head or designee may approve a wage accrual rate that considers up to nine (9) years of relevant work experience and education during the hiring process and be placed up to five (5) years for vacation accruals