

AGREEMENT

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL NO. 340 INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

For The

Water Resource Recovery Department

July 1, 2024 – June 30, 2027

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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.

Apprentice/ Laborer
Lab Technician
Operator
Lead Operator

Mechanic II
Mechanic I
Electrical Specialist
Master Electrician

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 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 04106, 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 the 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.

D. Maine Paid Family and Medical Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split equally between the employee and the city. Benefits become available on May 1, 2026The city and Union agree to reopen the applicable portion of Article 22 Sick Leave for the limited topic of Maine Paid Family and Medical Leave and Article 26 Insurances.

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 continue 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 an 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 the preparation of a written agenda, shall be planned 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 proceedings 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 to 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 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 work week shall consist of forty (40) hours per week over a one hundred sixty eight (168) hour period. Employees will elect a schedule from two options with approval from the Director. Employees may only change their schedule twice per year, unless otherwise authorized by the Director. Option one 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. Option two shall be a work week consisting of four (4) ten (10) hour days 6:00 a.m. to 4:00 p.m. Monday through Thursday. The schedule may be altered during periods of emergencies. In addition, the Director has the right to discontinue the four (4) ten (10) hour days based upon operational needs.

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.

ARTICLE 20 - HOLIDAYS

A. Recognized and Observed Holidays

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

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day/Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day
- New Year's Eve (1/2 day)
- 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

For employees working five days a week, if one of the above-named holidays falls on a Saturday, the preceding Friday will be the observed holiday. If one of the above-named holidays falls on a Sunday, the succeeding Monday will be the observed holiday. For holidays that fall on a Friday, Employees will only receive holiday pay if they are regularly scheduled to work.

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

Years of Continuous Service	Maximum Annual Vacation Hours Accumulation	Hours of Vacation Accrued Per 80-hour Bi-Weekly Pay Period
Date of Hire through the completion of the 4 th year	80 hours	3.08
Beginning of 5 th year through the completion of the 9 th year	120 hours	4.62
Beginning of the 10 th year through completion of the 25 th year	160 hours	6.15
Beginning of the 26 th year until retirement	200 hours	7.69

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 1st 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 the levels of staffing. Employees who attend the MEWEA fall conference that Friday can take a day off the following week or modify the schedule for the week of the conference, not to exceed 40 hours for that week.

C. Earned Paid Leave effective 1-1-2021 as required by 26 MRS 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. Vacation time used will be charged to the employee based on their regularly scheduled workday, e., 8.5 hours for Monday-Thursday, or 6 hours on Fridays, or 10 hours Monday-Thursday for those employees who are working four ten-hour days.

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 workday and 3.69 hours per pay period for an 8-hour day of sick leave 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, the 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.

Sick leave used will be charged to the employee based on their regularly scheduled workday, i.e. 8.5 hours for Monday-Thursday and 6 hours on Fridays, or 10 hours Monday-Thursday for those employees who are working four ten-hour days.

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 retirement or separation from City employment in Good Standing, those Employees who have completed the required consecutive years of service will receive a distribution of the Employee's accrued sick leave as described below and in accordance with the Payment Schedule.

The distribution of the eligible Employee's portion of accrued sick leave will consist of:

- a. a mandatory contribution to the separating Employee's Retirement Health Savings (RHS) account consistent with the Payment Schedule below and the terms of the RHS Plan; and
 - b. a "cashout" in their final paycheck consistent with the Payment Schedule below.
 - c. The remaining portion of the Employee's accrued sick leave will be forfeited. If the Employee does not enroll in the RHS plan, the contribution to the RHS Plan listed in the Payment Schedule will be forfeited.
2. Payment Schedule: Eligible Employees who separate in good standing and have completed the required consecutive years of service will receive the following percentages of accrued sick leave:
 - a. Employees with 10 years of consecutive full-time employment will receive 60% of their accrued sick leave: 40% as a contribution to their RHS, and 20% as a cashout in their final paycheck.
 - b. Employees with 20 years of consecutive full-time employment will receive 70% of their accrued sick leave: 50% as a contribution to their RHS, and 20% as a cashout in their final paycheck.
 - c. Employees with 30 years of consecutive full-time employment will receive 80% of their accrued sick leave: 60% as a contribution to their RHS, and 20% as a cashout in their final paycheck.
 3. For purposes of this Section, "Good Standing" shall mean a written, ten (10) day notice to the city in advance of the employee's last actual day worked, in the case of a voluntary resignation, valid retirement, or separation of the employee from the City service for other than cause.
 4. If an employee dies prior to separation, 100% of the accrued unused sick

leave will be paid to the estate of the deceased.

D. Personal Leave Days

Employees may use up to two (2) of their accrued sick days as personal leave days per calendar year in place of the attendance incentive previously in place. These converted days do not have a cash value and cannot be banked from year to year.

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.

F. FMLA

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

G. Medical Appointments

Sick leave will be used for scheduled medical appointments. Employees should make all attempts to have their appointments at the beginning or end of the 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 relationships 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 – NON-MEDICAL UNPAID LEAVE OF ABSENCE

A regular full-time employee may be granted a non-medical 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 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

The City complies with state and federal law, governing the rights of employees who are entitled to leave and other rights and obligations applying to their military service, including military reserve training and active duty. In accordance with state and federal law, all employees will be granted time off from work for annual training obligations or active service in the Military (as defined below).

Employees engaged in active military service will be placed on military leave of absence status. Employees receiving orders for military training or service should notify their supervisor of the dates of their military service as far in advance as possible unless military necessity prevents such notice.

Employees should present the orders for training and/or service to their supervisor as far in advance as possible.

Military leave and the rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time. See the full policy in the Employee Handbook.

ARTICLE 26 - INSURANCE AND RETIREMENT

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

The City of Saco provides Short-Term and Long-Term income protection disability insurance plans for an illness or injury that occurs outside of work. 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 eligibility and payment plan. All these provisions will be in accordance with the insurance policy.

Coverage for new hires will be effective on the first of the month following the date of hire.

Short-Term Disability Insurance

The City of Saco provides Short-Term Disability Insurance to all employees working a minimum of 30 hours per week.

If a covered illness or injury keeps you from working, this employer-paid short-term disability insurance replaces part of your income while you recover. For short-term disability, the City's Income Protection Vendor covers 66.7% of the weekly gross salary up to \$1,000 per week. To supplement the short-term coverage, an employee may use their accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

The elimination period for short-term disability coverage is 14 calendar days. Employees can use their available sick and vacation accruals to cover the elimination period.

The benefit duration is 24 weeks for an eligible illness or injury, and six weeks for the birth of a child (including a two-week elimination period).

Long-Term Disability Insurance

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

The benefit pays a maximum of 60% of an employee's monthly salary up to a \$1,000 maximum monthly benefit. Employees can buy additional long-term disability coverage during open enrollment or as a new hire. The total monthly benefit purchased cannot exceed \$6,000.00.

The elimination period for Long-Term Disability insurance is 180 days. An employee transitions from short-term disability to long-term disability after 26 total weeks (including the two-week elimination period). The benefit duration for long-term

disability is up to the social security normal retirement age while the employee is considered disabled.

Use of Accruals

Employees utilizing such leave may use any available accrued vacation, sick, and/or compensation time during such period(s). Employees should determine which paid leave they wish to use and a fixed amount to use each pay period and notify Human Resources and Payroll prior to going out on leave.

Maintenance of Benefits

An employee shall be entitled to maintain group health insurance coverage on the same basis as if they had continued to work at the City. To maintain uninterrupted coverage, the employee will be required to continue paying their share of insurance premium payments. If an employee is receiving concurrent vacation, sick, or compensatory time, the premium will be deducted from the paycheck, as is normally the practice. The City will bill for benefits premiums in the case that the employee is unpaid. Employees may opt for an automatic ACH withdrawal to cover benefits costs. The payment shall be made by the 15th of each month. If the employee's payment is more than sixty (60) days overdue, the City will no longer maintain the coverage.

Vacation, sick, and holidays will not accrue beyond the twelve (12) week leave period, consistent with the City's leave policies, unless the employee is utilizing available accrued vacation, sick, or personal time.

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 Maine Municipal Association (MMA) group insurance plan, which provides Maine Municipal Employees' Health Trust medical coverage and, in addition, major medical coverage. The City's MMA Employees' Health Trust coverage and level of service shall be established by the City Council. Currently, we offer a PPO 500 with an 80% employer and 20% employee share, and an employer sponsored health reimbursement arrangement.

Full-time and part-time employees and their families are eligible to participate. An employee must apply for coverage and coverage is not automatic. Coverage will begin the first of the month following the employee's hire date or qualifying event. Coverage added during open enrollment will be in effect January 1st.

The Maine Municipal Employees' Health Trust coverage shall be determined by the City Council. The employee will pay any difference.

The City of Saco uses the look-back measurement method for establishing full-time status under the Affordable Care Act health coverage requirements. The look-back measurement period is 12 months and measurement is run annually in October. The administrative period occurs during open enrollment from October through December. The stability period of offered coverage is for qualified active employees for the next occurring calendar year.

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. Section 125 Flexible Spending Accounts

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 27 - RETIREMENT AND SOCIAL SECURITY

The following descriptions of the City's retirement programs are intended to summarize the provisions of the formal benefit Plan documents. These descriptions do not attempt to cover all the details contained in the Plan documents or all applicable State and Federal laws and regulations applicable to government retirement plans. For each benefit, the operation of the Plan, including events making employees eligible or ineligible for benefits, the amount of benefits to which employees (or beneficiaries) may be entitled, and actions employees (or beneficiaries) must take to request and support a claim for benefits will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this employee handbook, other educational materials, or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern. If you have questions or wish to review specific Plan document provisions, please contact Human Resources.

All full-time employees may elect to participate in City sponsored retirement programs. The city will only provide employer contributions to a single plan for each employee.

New employees must elect whether to participate in the Maine Public Employees Retirement

System (MainePERS) within sixty days of their date of hire. This election is irrevocable under federal law, meaning that an employee who joins the MainePERS plan will not be able to leave the MainePERS plan for the duration of their employment with the City. Similarly, if an employee declines to join MainePERS, they will not be able to later elect to join MainePERS and have pre-tax contributions made to MainePERS. The MainePERS Limited Open Enrollment Plan listed in Section B below only permits contributions with after-tax dollars. An employee's election to join the MainePERS Limited Open Enrollment Plan is also irrevocable.

The City also offers a 401(a) Money Purchase Plan through Mission Square Retirement (the "401(a) Plan") to all full-time employees. Employees may participate in either MainePERS or the 401(a) Plan, but not both. If an employee elects to join the 401(a) Plan, the employee is not eligible for the MainePERS Limited Open Enrollment, because the election to join the 401(a) Plan is irrevocable.

Depending on the retirement plan elected by the employee, the City shall make employer contributions at a level specified by either MainePERS or the 401(a) Plan Document.

Full-time employees may also elect to join a 457(b) Government Deferred Compensation Plan sponsored by the City. Contributions are made to the employee through payroll deductions and are permitted up to the annual maximum contribution allowed as approved by the Internal Revenue Service effective January 1st of each year). Contributions to a 457(b) plan are also deferred from federal and state income taxes until the funds are withdrawn. Funds may not be withdrawn until termination of employment with the City.

The City will make employer contributions to MainePERS or the 401(a) Plan on behalf of the participating employee. In cases where an employee has declined to participate in either of those plans, the City will provide employer matching contributions to a 457(b) Deferred Compensation plan as specified in sections D and E below.

1. Maine Public Employees Retirement System (MainePERS)

The Maine Public Employees Retirement System (MainePERS) Retirement Plan is a Defined Benefit (DB) pension plan. As a MainePERS member, the employee contributes a percentage of earnings to MainePERS, and these contributions earn interest at a rate set by the MainePERS Board of Trustees. The City also contributes a set amount to MainePERS on behalf of each participating employee. Participants in MainePERS and new enrollees may also contribute to the City's 457(b) plans noted below but may not contribute to the City's 401(a) Money Purchase Plan. Documentation of a new employee's election regarding MainePERS will be kept by Human Resources in the employee's file. As stated above, an employee's decision to join or not join MainePERS is irrevocable for all current and future employment with the City and/or the Saco School Department, regardless of retirement plan

2. MainePERS Limited Open Enrollment Plan

The MainePERS Limited Open Enrollment Plan, under 5 M.R.S. §18252-C as allowed by MainePERS Rule Chapter 803, offers any full-time employee who did not elect to join MainePERS or the 401(a) Plan and who has less than five years of employment during the annual open enrollment period from September 1st to November 1st to have the opportunity to make an election to join MainePERS if they previously declined enrollment into the MainePERS plan. To avoid non-compliance with the federal one-time election rule, employee contributions for those who join the MainePERS under this new law are paid with after-tax dollars. Once enrolled, the election is irrevocable.

3. MissionSquare Retirement 401(a) Money Purchase Plan

The MissionSquare Retirement (formerly ICMA) 401(a) Money Purchase Plan is a Defined Contribution (DC) retirement plan. If an employee chooses to participate in the 401(a) Plan, the 401(a) Plan requires the City and the employee to contribute a certain percentage of the employee's earnings to the plan. Once enrolled, the election is irrevocable. The employee is required to contribute 5% of gross wages and the City of Saco will contribute 7% of wages if the 401(a) Plan is elected.

4. Empower Deferred Compensation Plan

All full-time eligible employees are offered the option of participating in the 457(b) Deferred Compensation Plan with Empower. If an employee chooses to participate in the Empower 457(b) Plan as their primary retirement plan rather than MainePERS or the 401(a) Plan described above, the City of Saco shall match the employee's contributions to the Empower 457(b) Plan up to 7% of the employee's gross wages based on a percentage scale of 1% to 7% (in whole percentages). Employees can contribute an additional amount as allowed by federal regulation.

5. MissionSquare Retirement 457(b) Deferred Compensation Plan

All full-time eligible employees are offered the option of participating in the MissionSquare Retirement (formerly ICMA) 457(b) Deferred Compensation Plan. If an employee chooses to participate in the MissionSquare Retirement 457(b) plan as their primary retirement plan rather than MainePERS or the 401(a) Plan described above, the City of Saco shall match the employee's contributions to the MissionSquare Retirement 457(b) Plan up to 7% of the employee's gross wages based on a percentage scale of 1% to 7% (in whole percentages). Employees can contribute an additional amount up to the annual maximum contribution limit as allowed by federal regulation.

The City will make employer contributions to MainePERS or the 401(a) Plan. In cases where an employee has declined to participate in either of those plans, the City will provide employer contributions to a 457(b) Plan. City contribution and benefit provisions shall be determined by state statutes and/or City Council action. The City of Saco reserves the right to amend any part of agreements C, D, or E without participant consent

to the extent necessary or desirable as reasonably required to administer such plans.

6. SOCIAL SECURITY AND MEDICARE

The City of Saco withholds income tax from employee earnings and participates in FICA (Social Security) and Medicare withholding and matching programs in accordance with federal law.

7. RETIREMENT HEALTH SAVINGS (RHS) PLAN

The City sponsors a Retirement Health Savings Plan administered by Mission Square Retirement. Eligible employees are required to participate in the City's Retirement Health Savings Plan in order to receive a payout of their accrued sick leave at the time of separation from the City. All contributions to this account are set aside exclusively for qualifying medical expenses. The Plan offers tax advantage benefits, and the funds are invested through a managed fund; however, employees do have the option to control their investment decisions through their Account Access in the RHS online portal.

Contributions for employees enrolled in the RHS Plan will be made in the RHS Payment Schedule listed in Article 15.

Please note that eligible employees who are not enrolled in the Retirement Health Savings plan will not receive any payment of accrued sick leave at retirement or separation.

ARTICLE 28 - INJURIES IN THE LINE OF DUTY

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 requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the City.

ARTICLE 30 - HEALTH AND SAFETY

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.

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.

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.

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.

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.

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.

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

As an Equal Opportunity Employer, the City of Saco is committed to providing an environment of mutual respect where equal employment opportunities are available to all and where employees can work in an environment free from discrimination and harassment.

The policy of the City is to provide equal opportunity to all employees, applicants, and those seeking promotions without regard to race, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, past or present military service, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources Department or the City Administrator. Employees can raise concerns and make reports without fear of reprisal or retaliation. Anyone found to be engaging in unlawful discrimination may be subject to disciplinary action, including termination of employment.

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 adhere to the policy prescribed in the Employee Handbook under 10.5 Education and Training Benefits.

ARTICLE 34 - POLITICAL ACTIVITY

No employees shall participate in any political activity which would conflict with the performance of their functions and duties while on duty. 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 on official time for the City.

ARTICLE 35 - NO STRIKE

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.

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 Specialist/Master Electrician. Eligibility for the tool allowances shall begin when the employee completes their probationary period. The annual tool allowance amount shall be prorated from the date of hire to end of fiscal year June 30). The tool allowance will be provided in two installments to the employee with a payment of \$400 for the first pay period in July and the second \$400 payment in the first pay period in January effective July 1st, 2024. Eligibility will start on the day of hire; however, should the employee leave before completion of their six (6) month probation, all money shall be reimbursed to the City.

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. The clothing allowance will be provided in two installments to the employee with a payment of \$325 for the first pay period in July and the second \$325 payment in the first pay period in January effective July 1st, 2024. Eligibility will start on the day of hire; however, should the employee leave before completion of their six (6) month probation, all money shall be reimbursed to the City.

ARTICLE 39- DURATION OF AGREEMENT


Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July 2024 and shall remain in full force and effect until June 30, 2027, 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.

ARTICLE 40- SIGNATURES

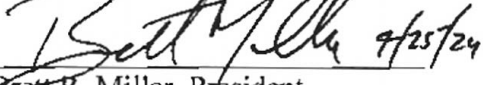
IN WITNESS WHEREOF, the parties hereunto have set their hands on this 18th day of July 2024.

For the City of Saco:

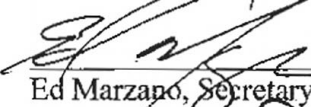


John P. Bohenko, City Administrator


For Teamsters Local 340:



Brett R. Miller, President



Ed Marzano, Secretary/Treasurer



Chris Shepard, Business Agent

Appendix A: Wage Scale

Position	FY25	5 Years	9 Years	13 Years	15 Years	17 Years	21 Years
Laborer/Apprentice	\$21.35	\$21.78	\$22.21	\$22.65	\$23.11	\$23.57	\$24.04
Lab Technician	\$28.54	\$29.12	\$29.70	\$30.29	\$30.90	\$31.52	\$32.15
WW Operator	\$28.54	\$29.12	\$29.70	\$30.29	\$30.90	\$31.52	\$32.15
WW Mechanic II	\$32.15	\$32.79	\$33.45	\$34.12	\$34.80	\$35.49	\$36.20
Lead Operator	\$32.63	\$33.28	\$33.95	\$34.63	\$35.32	\$36.03	\$36.75
WW Mechanic I	\$32.64	\$33.29	\$33.96	\$34.64	\$35.33	\$36.04	\$36.76
Electrical Specialist	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.07
	5% COLA FY26	5 Years	9 Years	13 Years	15 Years	17 Years	21 Years
Laborer/Apprentice	\$22.42	\$22.86	\$23.32	\$23.79	\$24.26	\$24.75	\$25.24
Lab Technician	\$29.97	\$30.57	\$31.18	\$31.81	\$32.44	\$33.09	\$33.75
WW Operator	\$29.97	\$30.57	\$31.18	\$31.81	\$32.44	\$33.09	\$33.75
WW Mechanic II	\$33.76	\$34.43	\$35.12	\$35.82	\$36.54	\$37.27	\$38.01
Lead Operator	\$34.27	\$34.96	\$35.65	\$36.37	\$37.09	\$37.84	\$38.59
WW Mechanic I	\$34.27	\$34.96	\$35.66	\$36.37	\$37.10	\$37.84	\$38.60
Electrical Specialist	\$39.22	\$40.01	\$40.81	\$41.62	\$42.45	\$43.30	\$44.17
	4.75% COLA FY27	5 Years	9 Years	13 Years	15 Years	17 Years	21 Years
Laborer/Apprentice	\$23.48	\$23.95	\$24.43	\$24.92	\$25.42	\$25.92	\$26.44
Lab Technician	\$31.40	\$32.02	\$32.66	\$33.32	\$33.98	\$34.66	\$35.36
WW Operator	\$31.40	\$32.02	\$32.66	\$33.32	\$33.98	\$34.66	\$35.36
WW Mechanic II	\$35.36	\$36.07	\$36.79	\$37.52	\$38.27	\$39.04	\$39.82
Lead Operator	\$35.90	\$36.62	\$37.35	\$38.10	\$38.86	\$39.63	\$40.43
WW Mechanic I	\$35.90	\$36.62	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43
Electrical Specialist	\$41.08	\$41.91	\$42.74	\$43.60	\$44.47	\$45.36	\$46.27

License Certificate

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

- Step 1 - Grade 3 2.5% over base
- Step 2 - Grade 4 5.5% over base
- Step 3 - Grade 5 8.5% over base

Master Electrician:

When the Electrical Specialist attains a Master Electrician license, their base rate will increase by 2.5% over base, and the employee shall assume the role of the Water Resource Master Electrician.

Lateral Transfer

The Department Head or designee may approve a wage and vacation accrual rate that considers years of relevant work experience and education during the hiring process.