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AGREEMENT BETWEEN

TOWN OF OLD ORCHARD BEACH

WATER POLLUTION CONTROL FACILITY

AND

OLD ORCHARD BEACH WASTE WATER EMPLOYEE'S ASSOCIATION

JULY 1, 2018 TO JUNE 30, 2021

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55 **AGREEMENT**

56
57 This Agreement is entered into by the Town of Old Orchard Beach, hereinafter referred to as
58 the "Employer", and Old Orchard Beach Waste Water Employees Association, hereinafter
59 referred to as the "Association."
60

61 **ARTICLE 1: RECOGNITION**

62
63 Section 1: The Employer recognizes the Association as the sole and exclusive bargaining agent
64 for the purpose of establishing salaries, wages, hours and working conditions pursuant to 26
65 M.R.S.A. 965 for all employees of the Waste Water Department of Old Orchard Beach who are
66 Association members and who are public employees as defined by M.R.S.A 962. This includes
67 all public employees, except the Waste Water Superintendent.
68

69 Section 2: All new employees shall serve a probationary period of six (6) months after
70 beginning employment as public employees defined in Section 1 above during which
71 time the Town may remove the probationary employee at any time.
72

73 After thirty (30) days, the probationary employee, when hired for a permanent position, shall be
74 subject to all other clauses of this Agreement.
75

76 **ARTICLE 2: ASSOCIATION SERVICE FEE**

77
78 Any present or future employee who is not an Association Member and does not make
79 application for membership, may at the employee's request, sign a payroll deduction form to
80 voluntarily pay to the Association each week a service charge as a voluntary contribution
81 towards the administration of his/her Agreement in an amount of the employee's choice.
82

83 It is understood that the Town will only collect dues and service fees when an
84 employee has signed a check-off authorization form. It is understood that the Town
85 will not be required to take any disciplinary action against any employee who does not
86 sign a check-off authorization. The Association shall indemnify, defend and hold the
87 Employer harmless against all claims, suits, legal costs, and penalties which may arise
88 by reason of any action taken in making deductions of said Association fees and
89 remitting the same to the Association pursuant to this Article.
90

91
92 **ARTICLE 3: ASSOCIATION MEMBER DEDUCTIONS**

93
94 The Association shall have the exclusive right to Association deductions for employees included
95 within the applicable bargaining unit and subject to the following provisions:
96 The Employer agrees to deduct the Association's weekly membership dues, voluntary fair share
97 fees from the pay of those employees who individually request in writing that such deductions
98 be made. The amounts to be deducted shall be certified to the Employer by OOBWWEA, and
99 the aggregate deductions of all employees shall be submitted together with a list of employees
100 having deductions made and the total amounts deducted for each of those employees to the
101 Association in a weekly check.

102 The written authorization for payroll deductions of Association membership dues shall be
103 irrevocable during the term of this Agreement except that an employee may revoke the
104 authorization, provided the employee notifies, in writing, the Employer and OOBWWEA at least
105 thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.
106 The Association shall indemnify, defend and hold the employer harmless against all
107 claims, suits, legal costs, and penalties which may arise by reason of any action taken
108 in making deductions of said dues and remitting the same to the Association pursuant
109 to this Article.

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111

112 **ARTICLE 4: HOURS OF WORK**

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115

Section 1 - Regular Hours

116 The regular hours of work each day shall be consecutive, except for interruptions for lunch
117 periods. References to consecutive hours of work in the balance of this Article shall be
118 construed generally to include lunch periods.

119

120 **Section 2 - Work Day**

121

122 The regular work day for Wastewater Pollution Control Facility personnel shall be from Monday
123 through Thursday 6:30 a.m. to 3:00 p.m. and 6:30 am to 12:30 on Fridays.

124

125 The employee's will have up to fifteen (15) minutes clean up time at the end of the work shift.
126 The employee's will have the option of working (4) four (10) ten hour days Monday through
127 Thursday. Management reserves the right to return to the regular work day as outlined above
128 with a fourteen (14) day notice

129

130 The primary on-call personnel shall receive thirty dollars (\$30.00) pay for each weekday they
131 carry the pager with the exception of holidays. In addition, the primary call personnel shall
132 receive seventy five dollars (\$75.00) pay for each Saturday, Sunday and full holidays that they
133 carry the pager and three (3) hours overtime pay for each scheduled maintenance check for
134 each Saturday, Sunday, and full holidays that they carry the pager.

135
136

137 Secondary on-call personnel shall receive ten dollars (\$10.00) pay for each weekday they carry
138 the pager with the exception of holidays. Beginning on July 1, 2020, the secondary on-call
139 personnel shall receive fifteen dollars (\$15.00) pay for each weekday they carry the pager with
140 the exception of holidays. In addition secondary on-call personnel shall receive fifty dollars
141 (\$50.00) pay for each Saturday, Sunday and full holiday(s). Secondary on-call personnel shall
142 receive one hour (1) of overtime to answer and solve issues by phone with the primary on-call
143 personnel. This overtime is not in addition to the normal call hours, if the on-call personnel
144 must report to the Department to correct the issue.

145 Employees on-call shall carry a pager for seven (7) days, twenty-four (24) hours per day
146 beginning on Monday at their regular shift. Employees shall be paid all other hours in the event
147 of a call out during their period of stand-by in accordance with Article 12. Said employees shall
148 be provided with a pager with the most optimum range. Weekend duties may be split with
149 notification to the superintendent by the end of the work day Thursday. Any additional changes

150 regarding the work week and/or work day may be negotiated at will upon the consent of both
151 parties.

152
153 Section 3: During emergency situations, after employees have worked sixteen (16) consecutive
154 hours, the Employer may send an employee home to rest for a maximum of eight (8) hours. In
155 the event this situation occurs, the Employer shall not assign the Town equipment to any part-
156 time or emergency employee except in an emergency as determined by the Waste Water
157 Superintendent.

158
159 If an employee is sent home to rest and told to return at a certain time and then his/her
160 scheduled return is cancelled, said employee shall receive a minimum of six (6) hours pay.

161
162 Section 4: Employees with a Saturday, Sunday or holiday duty are expected to complete work
163 between the hours of 7:00am and 10:00am.

164 165 166 **ARTICLE 4A: WORK WEEK**

167
168 Section 1: All hours worked outside of the regular work day described in Article 4,
169 Section 2 shall be paid at the rate of one and one half (1½) times the employee's
170 regular rate of pay. Overtime compensation shall not be paid more than once for the
171 same hours under any provision of the Article, the Agreement, or State or Federal law.

172 173 174 Section 2: Compensatory Time

175
176 If an employee makes a request to receive compensatory time for overtime hours worked, the
177 Superintendent or his/her designee shall make the sole determination as to whether or not to
178 grant compensatory time-off for overtime worked or pay overtime. Compensatory time shall
179 only accumulate for up to forty (40) hours. Use of compensatory time shall be used with the
180 expressed permission of Superintendent. Compensatory time may be used in hourly
181 increments.

182
183 Standby hours may not be converted to compensatory time.

184 185 Section 3 Hazardous Pay

186 The Town agrees to pay an employee at time and a half (1½) while they are performing work in
187 a "permitted" below grade Confined Space Entry.

188 189 190 **ARTICLE 5: REST PERIODS**

191
192 Section 1: All employees' work schedules shall provide for a twenty (20) minute rest period
193 during the morning one-half (½) shift. The rest period shall be scheduled, by the Supervisor, at
194 an appropriate time of his/her one-half (½) shift whenever this is feasible. All other personnel
195 will be granted two (2) fifteen (15) minute breaks - one (1) mid-morning and one (1) mid-
196 afternoon.

197

198 Section 2: Employees who for any reason work beyond their regular quitting time into the next
199 shift shall receive a fifteen (15) minute rest period before they start to work on such next shift.
200 In addition, they shall be granted the regular rest periods that occur during his/her shift.

201
202

203 **ARTICLE 6: MEAL PERIODS**

204
205 Section 1: All employees shall be granted a lunch period during each work shift. Whenever
206 possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to
207 12:20 p.m.

208
209

210 **ARTICLE 7: HOLIDAYS**

211
212

Section 1: Holidays Recognized and Observed

213
214
215

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

216 New Year's Day	223 Columbus Day
217 Martin Luther King Day	224 Veteran's Day
218 Washington's Birthday	225 Thanksgiving Day
219 Patriot's Day	226 Day after Thanksgiving Day
220 Memorial Day	227 ½ day for Christmas Eve
221 Independence Day	228 Christmas Day
222 Labor Day	

229

230 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which
231 they perform no work.

232

233 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be
234 observed as the holiday.

235

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

238

239 Section 2: Eligibility Requirements

240

241 Employees shall be eligible for holiday pay under the following conditions.

242

243 A. The employee would have been scheduled to work on such day if it had not been observed as a
244 holiday.

245

246 B. The employee worked his/her last scheduled work day prior to the holiday and the day after,
247 unless he is excused by the employer, or he is absent for any reasonable purpose as determined by
248 the Waste Water Superintendent.

249

250 C. If a holiday is observed on an employee's schedule day off or during his/her vacation, he/she
251 shall have another day off.

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Section 3: Holiday Pay

Eligible employees who perform no work on a holiday shall be paid their regularly scheduled work day hours for that holiday at their current hourly rate of pay.

Example:

10 hours = 10 hours
8.5 hours = 8.5 hours
6 hours = 6 hours

Section 4: Holiday Work

If an employee works on any of the holidays listed above, he/she shall be paid the following rate of pay in addition to his/her holiday pay:

Time and one-half (1½) his/her regular hourly rate for all hours worked.

ARTICLE 8: SICK LEAVE

Section 1: Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive earned sick leave with pay. Sick leave, with pay, will be granted for care of immediate family members. Immediate family members for his/her section shall be defined as parents, spouse, and children.

Employees shall accrue 1.846 hours per weekly pay period up to a maximum of nine hundred and sixty (960) hours. Sick leave provisions shall not apply in cases of injury on the job. If the employer has reason to believe that an employee is not sick, said employee shall be required to submit for just cause, to the Town, proof of sickness from a doctor selected by the Town, at the town's expense. Sick time may be used in hourly increments.

Employees shall be compensated in cash for fifty percent (50%) of their accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation or retirement if the employee has worked for the Town for a period of ten (10) years or more. Employees with five (5) years of service, but less than ten (10) years, shall receive twenty five percent (25%) of their accumulated unused sick leave upon a voluntary separation. Any employee with less than five (5) years of service shall not receive any cash value for accumulated unused sick leave. In the event of death, one hundred percent (100%) payment is to be made to the estate or beneficiary of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. Payment shall be made within fourteen (14) days of separation unless mutually agreed otherwise.

Section 2: Extended Leave

304 The Town agrees that an employee out on sick leave for an extended period of time will be allowed
305 to continue their participation in the Town's benefit plans, vacation and sick time accruals,
306 depending on the individual circumstances and necessity of such leave.

307

308 Section 3: Sick Leave Incentive

309

310 Employees who use twenty-four (24) hours of sick time or less in a calendar year (Jan-Dec) shall be
311 entitled to one (1) vacation day.

312

313

314 **ARTICLE 9: SENIORITY**

315

316 Section 1: A seniority list shall be established listing all employees covered by this Agreement, with
317 the employee with the greatest seniority listed first. Seniority shall be based on the employee's date
318 of hire and shall be retained by an employee for twenty-four (24) months from the date of
319 termination.

320

321 Section 2: Seniority shall be considered in all matters affecting transfer, work shift, reduction in work
322 force, recall, vacation preference and promotions. In the case of promotions, seniority shall be the
323 determining factor provided the employees who are being considered for promotion are equally
324 qualified.

325

326 Section 3: Promotions

327

328 The term promotion, as used in the provision, means the advancement of the employee to a higher
329 paying position or the reassignment of an employee - at the employee's request to a position the
330 employee considers to be in his/her best interest regardless of the rate of pay.

331

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

335

336 B. During this period, employees who wish to apply for an open position or job - including
337 employees on layoff - may do so. The application shall be in writing and it shall be submitted to the
338 employee's immediate supervisor.

339

340 C. The Employer may fill the opening by promoting from among the applicants if qualified.

341

342 D. Employees who are promoted shall serve a sixty (60) day probationary period, during which time
343 management may require the employee to go back to his/her original position. If the employee feels
344 that they cannot cope with the new position, they may return to their original position within twenty
345 (20) days.

346

347 E. Temporary job openings are defined as job vacancies that may periodically develop in any job
348 classification but do not exceed ten (10) days. Job openings that recur on a regular basis that
349 remain open more than the ten (10) days at a time shall not be considered temporary job openings,
350 excluding summer help.

351

352 F. Temporary job openings may be filled by an employer assignment or reassignment, and the
353 assignment or reassignment shall be made in terms of a promotion based upon seniority.

354 Temporary assignments shall be considered as training assignments by which an employee may
355 obtain experience that will enable him to qualify for future promotions.
356

357 G. Employees assigned to temporary job openings shall be paid the wage rate established for the
358 job or their own wage rate whichever is higher providing a thirty (30) day training period has been
359 logged to the credit of an individual employee. Said thirty (30) days need not be consecutive.
360

361 Section 4: Transfer to Other Jobs
362

363 Employees desiring to transfer to other jobs may submit an application in writing to their immediate
364 supervisor. The application shall state the reason for the requested transfer.

365 Employees requesting transfers, for reasons other than the elimination of jobs, may be transferred
366 to equal or lower paying job classification on the basis of seniority.
367

368 Section 5: New or Vacant Jobs
369

370 New jobs or vacancies in existing job classifications (job vacancies are existing job classifications
371 that are not occupied due to a curtailment of operations, employee illness, employee leaves of
372 absence, or any other reason) may be filled initially by the Employer on the basis of temporary
373 transfer. During the period of temporary transfer, the job may be posted on all bulletin boards.
374 Employees desiring to transfer to the job may submit an application in writing to their immediate
375 supervisor. The Employer upon awarding the job, shall fill the new job classification or the vacant
376 job within (10) days. Applicants from outside the bargaining unit shall start at the first step of the
377 wage scale.
378

379 Section 6: Lay Off and Recall
380

381 In the event it becomes necessary to lay off employees for any reason, employees in the same
382 classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff
383 according to their seniority. For purposes of this/her section seniority shall be the time within the
384 bargaining unit.
385

386 In the event of a layoff or a reduction in the size of the work force an employee may bump an
387 employee in a lower classification provided that there is an employee with less seniority to be
388 bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may
389 bump into a job for which he is not experienced or qualified nor may an employee bump in any
390 instance in which there is no junior employee for him to replace.
391

392 Employees on layoff shall retain pension and all other seniority rights for up to twenty-four (24)
393 months while on layoff.
394

395 No new employees shall be hired until all employees in the same classification on layoff status
396 desiring to return to work have been recalled. All employees recalled from layoff shall be returned to
397 the job classification from which they were laid off.
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ARTICLE 10: ANNUAL VACATIONS

Employees hired prior to 7/1/18 shall accrue vacation as follows:

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 3 rd year	80 hours	1.538 hours
Beginning 4 th year through 10 th year	120 hours	2.307 hours
Beginning 11 th year through 20 th years	160 hours	3.076 hours
Beginning 21 st year to retirement	200 hours	3.846 hours

Employees hired as of 7/1/18 shall accrue vacation as follows:

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 11 th year	120 hours	2.307 hours
Beginning 12 th year to retirement	160 hours	3.076 hours

Section 1: Employees shall begin accruing vacation time annually upon date of hire, however shall not be entitled to their accrued time until completion of their six (6) month probationary period.

Section 2: Employees hired prior to 7/1/2015, are grandfathered and shall be accruing vacation time in the current year to be used after their next year's anniversary date. The employee shall be allowed to carry eighty hours (80) of vacation into a subsequent year.

Employees hired after 7/1/2015, shall be allowed to carry over eighty hours (80) of vacation leave. If the employee has more than the allowed hours to carry over, the employee shall not accrue said time until they bring the hours down below the carry over limit, and said time shall start to accrue again.

Management will make every effort to afford reasonable time off for the vacation time requested, given however, that the successful operation of the plant is the highest priority. To that end, a mutually agreed upon system will be developed to accommodate vacation time requests to try to prevent any employee from not taking their desired time off. If for some reason beyond the reasonable control of the employee, management has contributed to the inability of an employee to take the expected vacation time off, the employee may be able to carry forward no more than 80 hours of vacation.

An employee may be allowed to work vacation at a straight time rate of pay with the expressed approval of the Town Manager.

Section 3: Vacations will be scheduled based on department operational needs at the discretion of the Department Head. Vacation time shall be used in hourly increments.

440 Section 4: Town agrees to allow one unit employee per week to be on vacation during June, July,
441 and August with a maximum of two (2) weeks per employee during these months. Employees will
442 not be eligible to select weeks during his/her time when they are on either Primary call or Back up
443 on call duties. Selection will be based on seniority and will continue year to year until opportunities
444 for selection have been afforded to all employees on the seniority list, then selection opportunities
445 shall begin again at the top of the seniority list. Vacation scheduling shall be subject to needs of
446 Wastewater Department.
447

448

449 **ARTICLE 11: PAID LEAVES**

450

451 Section 1: Bereavement Leave

452

453 In the event of a death in the employee's immediate family, employees may be granted a leave of
454 absence with pay of up to five (5) days. Immediate family is defined as an employee's spouse,
455 domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is
456 intended for use during the work days that fall within the family member's time of death and the day
457 after the funeral. This leave may also be used for delayed services with the prior approval of the
458 departmental supervisor.
459

460

461 In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-
462 in-law, the employee may be granted up to three (3) days leave of absence with pay to make
463 household arrangements and/or to attend the funeral services.

464

465 An additional day of paid bereavement leave may be granted if an employee is required to travel to
466 a location that is 250 miles or more from Old Orchard Beach in order to make said household
467 arrangements or to attend the funeral services.

468

469 Section 2: Jury Duty

470

471 Employees shall be granted a leave of absence for jury duty or jury services and be paid the
472 difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from
473 jury duty, he/she will return to work within one (1) hour.

474

475 Section 3: Civic Duty

476

477 Employees required to appear before a court or other public body on any matter not related to their
478 work and in which they are not personally involved (as a plaintiff or defendant) and employees
479 elected or appointed to any non-municipal political or non-municipal legislative position who request
480 a leave of absence may be granted a leave of absence, without pay, for a reasonable period to fulfill
481 these responsibilities.
482

483

484 Section 4: Personal Leave

485

486 Unit employees shall be allowed sixteen (16) hours of personal leave per calendar year. Said
487 personal hours shall only be taken with the approval of the Superintendent. Personal hours may be
488 used in hourly increments. Personal hours do not accumulate year to year.

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ARTICLE 12: CALL TIME

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one half (1½).

If an employee is called in over two (2) hours prior to the start of their shift, they will receive four (4) call hours. If an employee is called in sixty-one (61) minutes to two (2) hours prior to the start of their shift, they will receive two (2) call hours. If an employee is called in one (1) hour or less prior to the start of their shift, they will receive overtime for time worked.

Call time shall begin when SCADA sends a page to the primary on-call and when the primary calls the secondary.

ARTICLE 13: INSURANCE AND RETIREMENT

Section 1: Worker's Compensation

Worker's Compensation shall be governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee.

Section 2: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town will pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town further agrees to provide the MMEHT (Maine Municipal Employees Health Trust) Comprehensive Point of Service (POS C) plans or a plan(s) that is/are equal to or better than the present coverage.

Each employee covered under this bargaining Agreement will pay twenty percent (20%) of the premium cost for their individual health insurance plan. Employees will be given the option of having their portion of this cost withheld through payroll deduction with pre - tax dollars.

539 Eligibility for our group health insurance plan is determined according to the guidelines set forth by
540 the health insurance plan administrator.

541

542 Employees who choose not to enroll under our group health insurance plan and who can provide
543 documentation that they have health insurance coverage under a spouse/partner's plan may be
544 eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will
545 receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS
546 plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any
547 cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable
548 earnings.

549

550 Section 3: Life Insurance

551

552 All full-time employees have the option of enrolling in our group life insurance plan. The Town will
553 pay the basic life insurance premium (equaling 1x an individual's annual salary) for these
554 employees. Any supplemental life insurance coverage that an employee chooses will be paid by the
555 employee through regular payroll deduction.

556

557 Section 4: Retirement

558

559 On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings
560 to either the Maine Public Employees Retirement System (MainePERS, formerly known as the
561 Maine State Retirement System) OR to the International City Management Retirement Corporation
562 (ICMA). The system to which contributions are made is dependent on an individual employee's
563 preference and personal choosing.

564

565 If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%) of
566 an individual's gross earnings to their plan. In addition to this employer portion, the employee has
567 the option of contributing to the plan as well (up to the annual percentage limits set forth by the
568 ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are
569 responsible for choosing from among a number of investment options.

570

571 If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's
572 matching contributions are mandated by MainePERS.

573

574 Employee contributions for either plan will be withheld through payroll deductions. The Town is not
575 liable for any tax implications to individual plan participants.

576

577 Unit members may enroll in either or both plans. However, the Town will only pay into one
578 retirement plan on an individual employee's behalf.

579

580

581 Section 5: Eye Glasses

582

583 The Town agrees to pay the cost of replacement of an employee's prescription/safety eyeglasses
584 that are damaged or destroyed during working hours, including any related medical costs.

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590 Section 6: Health Insurance upon Retirement

591

592 Upon retirement an employee may continue his/her membership in the Town's health insurance
593 program, at his/her own expense, until such time as the employee becomes eligible for federally
594 subsidized health insurance such as Medicaid or Medicare.

595

596 Section 7: Inoculations

597

598 The Town shall pay for employee inoculations determined by the Town to be required for the safe
599 performance of an employee's assigned responsibilities. In order to qualify for payment, employees
600 must schedule such inoculations through the Town and must utilize a physician selected by the
601 Town.

602

603 Section 8: Dental

604

605 The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For
606 example, depending upon each employee's legal status, the Town will pay fifty percent (50% family
607 coverage or fifty percent (50%) employee and spouse coverage or fifty percent (50%) single
608 employee coverage. The employee's share shall be made through payroll deduction.

609

610 The Town will provide either Maine Municipal Employees Health Trust Dental Plan A or equivalent.

611

612 Section 9: Short Term Disability

613

614 The Town currently provides income protection coverage (i.e., short term disability insurance) to all
615 full time employees through the Maine Municipal Employees Health Trust. The Town currently pays
616 to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may choose a
617 coverage level higher than the fifty-five percent (55%) and may pay the additional premium for this
618 coverage through a weekly payroll deduction.

619

620 It shall be the employees' responsibility to complete and submit all claim forms in accordance with
621 the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies
622 of the applicable forms and instructions from the Town's Human Resource Office upon request. All
623 determinations regarding eligibility for benefits will be made by the insurer and/or the plan
624 administrator. Any dispute between an employee and the insurer and/or plan administrator
625 regarding this benefit shall not be the subject of a grievance under this Agreement.

626

627 Section 10: Liability Insurance

628

629 The Town provides liability insurance coverage for employees covered by this Agreement to the
630 extent and limits stated in such policy of insurance. Such policy shall defend the employee when
631 sued for damages as a result of acts as stated, defined and limited in said policy which arise out of
632 and in the regular course of duty. The limits of liability coverage as stated in said policy meet or
633 exceed the following limits:

634

635 Each Person	Policy Period Aggregate
636 \$1,000,000	\$1,000,000

637

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641 **ARTICLE 14: DISTRIBUTION**

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Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

649 **ARTICLE 15: DISCIPLINE AND DISCHARGE**

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651 **Section 1: Discipline**

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It is the intent of the Town to follow the concept of progressive discipline and just cause for employees with the understanding that the discipline steps listed below may be bypassed by management depending on the severity of the offense.

658 Disciplinary action or measures shall include only the following:

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- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

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Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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671

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

672

673 **Section 2: Discharge**

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The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The Town recognizes the right of an employee to have an Association representative present at a disciplinary hearing or meeting.

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The Association shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

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

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If, in the course of the grievance procedure, it is determined by the parties that an offense was committed but also that termination is too harsh a penalty for the offense committed the parties may

691 mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to
692 amend the preceding paragraph.
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698 **ARTICLE 16: SETTLEMENT OF DISPUTES**

699 Section 1: Grievance and Arbitration Procedure

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702 Any grievance or dispute which may arise between the parties, involving the application, meaning, or
703 interpretation of this Agreement, shall be settled in the following manner:
704

705 Step I - The Association Steward, with or without the employee, shall take up the grievance
706 or dispute orally with the Waste Water Superintendent within ten (10) working days of the
707 date of the grievance or when by reasonable diligence the employee should have known of
708 its occurrence. The Waste Water Superintendent shall attempt to adjust the matter and shall
709 respond orally to the Steward within seven (7) working days.
710

711 Step II - If the Grievance has not been settled, it shall be presented in writing by the
712 Association Steward or the Association Grievance Committee to the Waste Water
713 Superintendent within seven (7) working days after the Waste Water Superintendent's
714 response under Step I is received. The Waste Water Superintendent shall respond to the
715 Association Steward or the Association Grievance Committee in writing within seven (7)
716 working days.
717

718 Step III - If the grievance still remains unadjusted, it shall be presented by the Association
719 Steward, Association Representative or Association Grievance Committee to the Town
720 Manager in writing within seven (7) working days after the response of the Waste Water
721 Superintendent is received. Town Manager shall respond in writing to the Association
722 Steward, Representative or Grievance Committee (with a copy of the response to the
723 Association President) within fifteen (15) days after receipt of Associations written Step III
724 response.
725

726 Step IV - If the grievance is still unsettled, either party may, within fifteen (15) working days
727 after the reply of the Town Manager is received, by written notice to the other, request
728 arbitration.
729

730 The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the Employer and
731 the Association within seven (7) working days after notice has been given or the parties may
732 mutually agree to in writing request the assignment of an arbitrator(s) through the Maine Board of
733 Arbitration and Conciliation. If the parties fail to select an arbitrator(s), either party may request the
734 assignment of an arbitrator(s) by the American Arbitration Association.
735

736 The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall
737 be requested to issue a decision within thirty (30) days after the conclusion of testimony and
738 argument.
739

740 Expenses for the arbitrator(s) services and the proceedings shall be borne equally by the Employer
741 and the Association. However, each party shall be responsible for compensating its own

742 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may
743 cause such a record to be made, providing it pays for the record and makes copies available without
744 charge to the other party and to the arbitrator(s).

745

746 Grievances initiated by the Employer shall be processed in the same manner, but they may be
747 initiated at either Step I or Step II.

748

749 Section 2: Grievance Committees

750

751 Employees selected by the Association to act as Association Representatives shall be known as
752 Stewards and the names of other Association Representatives who may represent employees shall
753 be certified in writing to the Employer by OOBWWEA within twenty (20) days of the signing of the
754 contract and the individuals so certified shall constitute the Association Grievance Committee.

755

756 All Grievance Committee Meetings, including the regular monthly meeting, shall be held after
757 working hours, on the Employer's premises and without pay.

758

759 The purpose of Grievance Committee Meetings will be to adjust pending grievances and to discuss
760 procedures for avoiding future grievances. In addition, the Committee may discuss with the
761 Employer other issues which would improve the relationship between the parties.

762

763

764 ARTICLE 17: GENERAL PROVISIONS

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766 Section 1: Pledge Against Discrimination and Coercion

767

768 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit
769 without discrimination as to age, sex, marital status, race, color, creed, national origin or political
770 affiliation; the Association shall share equally with the Employer the responsibility for applying this
771 provision of the Agreement.

772

773 Section 2: All references to employees in this Agreement designate both sexes and wherever the
774 male gender is used, it shall be construed to include male and female employees.

775

776 Section 3: The Employer agrees not to interfere with the rights of employees to become members of
777 the Association and there shall be no discrimination, interference, restraint or coercion by the
778 Employer or any Employer Representative against any employee because of Association
779 Membership or because of any employee activity in an official capacity on behalf of the
780 OOBWWEA.

781

782 The Association recognizes its responsibility as bargaining agent and agrees to represent all
783 employees in the bargaining unit without discrimination, interference, restraint or coercion.

784

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786 ARTICLE 18: ASSOCIATION BULLETIN BOARDS

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788 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each
789 work area to be used by the Association.

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791 The Association shall limit its posting of notices and bulletins to such bulletin boards.

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ARTICLE 19: ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 1: The Employer agrees that after working hours, on the Employer's premises and without pay, Association Representatives shall be allowed to:

- Collect Association Dues, initiation fees and assessments if these funds are not collected through payroll deductions;
- Post Association notices;
- Distribute Association literature;
- Solicit Association membership during other employees' non-working-time;
- Attend negotiation meetings;
- Transmit communications, authorized by the OOBWWEA or its officers, to the Employer or his/her representative;
- Consult with the Employer, his/her representative, OOBWWEA officers, or other Association representatives, concerning the enforcement or any provisions of this Agreement.

With due notice to the Town Manager, representatives of the Old Orchard Beach Waste Water Employees Association may enter Town premises for the investigation of pending disputes under the contract. A list of authorized Association representatives who may enter Town premises shall be furnished by the Association within thirty (30) days from the signing date of this Agreement to the Town Manager and Waste Water Department Superintendent.

Section 2: If negotiations are scheduled on company time, three (3) employees shall be allowed to negotiate on company time without loss of pay and benefits.

ARTICLE 20: WORK RULES

Section 1: All existing and future work rules shall be submitted in writing to all employees by the Employer. Employees will also be provided with copies of the Association Contract upon request.

Section 2: Revisions

Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the OOBWWEA.

In addition, when existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

Section 3: Informing Employees

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they may become effective. New employees shall be provided with a copy of the rules at the time of hire.

842 Section 4: Enforcing

843

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

846

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

850

851

852 **ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING**

853

854 Section 1: Employees are required and agree to wear appropriate uniforms while working for the
855 Town. Employees agree that the uniforms will be kept in a neat, clean, and well maintained
856 appearance. Soiled, worn or torn clothing is not acceptable. Such uniforms shall include appropriate
857 OSHA approved footwear.

858

859 The employer will provide up to six hundred fifty dollars (\$650.00) per year for the purchase of the
860 above mentioned uniforms. Maintenance and care of the uniforms will be at the expense of the
861 employees.

862 The word uniform as referred to in his/her contract shall include the following: Gray "dickeys type
863 button down shirts", Grey pull-over work shirts, Grey or Blue "dickeys type" work pants, Blue jeans
864 and "dickeys type" Grey Jackets. The shade of Grey or Blue shall be the same for all employees.

865

866 All uniforms shall be purchased through the Town purchasing department. Supervisor approval
867 must be secured before the purchase of such clothing will be authorized in order to comply with the
868 auditor's requirements.

869

870 The purchase of any other work related clothing not mentioned above, excluding underwear, which
871 would be purchased from the uniform allowance, must be approved prior to purchase by the Town
872 Manager or his/her designee.

873

874 Section 2: If any employee is required to wear protective clothing or any type of protective device
875 (not covered by Section 1) as a condition of employment, such protective clothing or protective
876 device shall be furnished to the employee by the employer.

877

878 **ARTICLE 22: MANAGEMENT RIGHTS**

879

880 Section 1: Nothing in this Agreement shall be construed as delegating to others the authority
881 conferred by law on the Employer or in any way abridging or reducing such authority.

882

883 Section 2: This Agreement shall be construed as requiring the Employer to follow its provisions in
884 the exercise of the authority conferred upon the Employer by law.

885

886

887 **ARTICLE 23: NO STRIKE**

888

889 Section 1: There shall be no stoppage of work or slow-down by the Association, or any lockout by
890 the Town during the life of this/her Agreement.

891

892 **ARTICLE 24: PAY SCHEDULE**

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894
895 **Section 1 Cell Phone**

896 The Chief Operator and the Foreman will receive either a cell phone stipend of \$5.77/week
897 (\$25.00/month) for carrying a personal phone or a cell phone through the Town's business account.
898

899 **Section 2:**

900 At the sole discretion of the Town, newly hired employees may be placed up to step 5 in the wage
901 scale for qualified candidates. A qualified candidate is defined as one who has experience working
902 in a wastewater facility relative to the position. Advancement in the scale in such circumstances will
903 continue as if the employee had completed the years of service at the place in the wage scale they
904 were placed in at hire. All other seniority and benefit issues shall be based on the actual date of
905 hire, unless otherwise specified within this agreement. Any current employee in the same
906 classification as the new hire, who is below the step at which the new hire is placed, shall be moved
907 up a maximum of two (2) steps in the pay scale, but no higher than the step in the pay scale in
908 which a new hire is placed. Advancement in the scale for any such current employee in such
909 circumstances will continue as if the employee had completed the years of service at the place in
910 the wage scale they were moved to.
911

912
913 **ARTICLE 25: EDUCATION & PHYSICAL FITNESS**

914
915 For education to obtain or maintain a license for employment, the Town will pay:
916

- 917 • Tuition, books, lab fees, license fees
 - 918 • Pay for all time (including travel) for classes
 - 919 • Pay for the Application cycle fee to allow for test taking privileges
 - 920 • Pays for two (2) testing requirements for the wastewater exams per application cycle
- 921
922

923 If classes are scheduled outside of regular work hours the employee shall receive comp time for
924 hours as outlined above at a straight time rate.
925

926 The Town agrees to pay the annual Wastewater Association membership fee for full time
927 employees covered under this Agreement. The Town further agrees to pay the registration and
928 travel costs for two (2) representatives to attend the annual Wastewater Association meeting each
929 year.
930

931 The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400)
932 annually, toward an employee's individual health club membership at a licensed health club facility.
933

934
935 **Safety Officer Stipend**

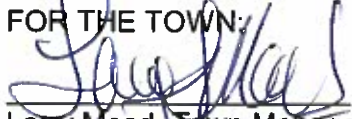
936 The bargaining unit employee assigned as the Waste Water Department Safety Officer
937 shall receive a weekly stipend of \$9.62.
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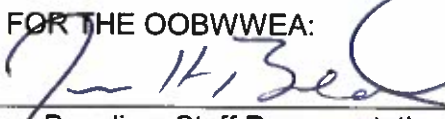
942 Commercial Driver's License (CDL)
943 The Town agrees that once the Waste Water Department no longer has equipment that requires a
944 Commercial Driver's License, that the requirement will be removed from the job descriptions, the
945 employees will be removed from the Random Screening Pool and will be allowed to rescind their
946 commercial license. If the Department acquires equipment that requires a Commercial Driver's
947 License in the future, the Town agrees to pay for an employee to retake the Commercial License
948 test, within one year (1) and provide the equipment to take the test.
949

950
951 **ARTICLE 26: TERM OF AGREEMENT**
952

953 This Agreement shall be effective as of the 1st day of July, 2018 and shall remain in full force and
954 effect until the 30th day of June, 2021, or as otherwise noted. It shall be automatically renewed
955 from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to
956 the anniversary date that it desires to modify this Agreement. In the event that such notice is given,
957 negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement
958 shall remain in full force and effect during the period of negotiations.
959

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961
962 IN WITNESS WHEREOF, the parties hereto have set their hand this 10th day of
963 May, 2019.
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967 FOR THE TOWN:
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970 Larry Mead, Town Manager
971 Town of Old Orchard Beach
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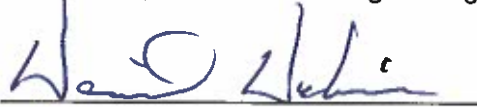
967 FOR THE OOBWWEA:
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970 James Beaulieu, Staff Representative
971 OOBWWEA
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975 Chris White, Superintendent
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975 Mike Hershey, OOBWWEA President
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979 Fran Beaulieu, HR Manager
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979 Dan Fraser, OOBWWEA Negotiating Committee Member.
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983 Dan Deshaies, OOBWWEA Trustee
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Appendix A - Wage Scale 07/01/2018-06/30/2019

FY19

Step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$28.10	\$28.38	\$28.67	\$28.95	\$29.24	\$29.53	\$29.83	\$30.13	\$30.43	\$30.73
Chief Operator	\$28.22	\$28.51	\$28.79	\$29.08	\$29.37	\$29.66	\$29.96	\$30.26	\$30.56	\$30.87
Senior Mechanic	\$23.57	\$23.81	\$24.05	\$24.29	\$24.53	\$24.77	\$25.02	\$25.27	\$25.53	\$25.78
Senior Operator	\$23.57	\$23.81	\$24.05	\$24.29	\$24.53	\$24.77	\$25.02	\$25.27	\$25.53	\$25.78
Mechanic	\$22.27	\$22.49	\$22.71	\$22.94	\$23.17	\$23.40	\$23.64	\$23.87	\$24.11	\$24.35
Operator	\$22.27	\$22.49	\$22.71	\$22.94	\$23.17	\$23.40	\$23.64	\$23.87	\$24.11	\$24.35
Asst Mechanic	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.33	\$21.55	\$21.76	\$21.98	\$22.20
Asst Operator	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.33	\$21.55	\$21.76	\$21.98	\$22.20
Equipment Operator/Laborer	\$15.91	\$16.07	\$16.23	\$16.39	\$16.56	\$16.72	\$16.89	\$17.06	\$17.23	\$17.40
Laborer	\$13.96	\$14.10	\$14.24	\$14.39	\$14.53	\$14.68	\$14.82	\$14.97	\$15.12	\$15.27

mths completed
by 7/1/18 FY19

Harvey Castle	Mechanic	111 mth	\$23.17	offstep
Dan Deshaies	Senior Mechanic	298 mth	\$25.78	
Dan Fraser	Chief Operator	75 mth	\$29.08	offstep
Mike Hersey	Foreman	293 mth	\$30.73	
Ben Quiram	Operator	38 mth	\$22.71	offstep
Tim Reynolds	Asst Operator	75 mth	\$20.91	offstep

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Appendix B - Wage Scale 07/01/2019-06/30/2020

2%
FY20

Step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$28.66	\$28.95	\$29.24	\$29.53	\$29.83	\$30.13	\$30.43	\$30.73	\$31.04	\$31.65
Chief Operator	\$28.79	\$29.08	\$29.37	\$29.66	\$29.96	\$30.26	\$30.56	\$30.86	\$31.17	\$31.48
Senior Mechanic	\$24.04	\$24.28	\$24.53	\$24.77	\$25.02	\$25.27	\$25.52	\$25.78	\$26.04	\$26.55
Senior Operator	\$24.04	\$24.28	\$24.53	\$24.77	\$25.02	\$25.27	\$25.52	\$25.78	\$26.04	\$26.30
Mechanic	\$22.71	\$22.94	\$23.17	\$23.40	\$23.63	\$23.87	\$24.11	\$24.35	\$24.59	\$24.84
Oper	\$22.71	\$22.94	\$23.17	\$23.40	\$23.63	\$23.87	\$24.11	\$24.35	\$24.59	\$24.84
Asst Mechanic	\$20.70	\$20.91	\$21.12	\$21.33	\$21.54	\$21.76	\$21.98	\$22.20	\$22.42	\$22.64
Asst Oper	\$20.70	\$20.91	\$21.12	\$21.33	\$21.54	\$21.76	\$21.98	\$22.20	\$22.42	\$22.64
Equipment Operator/Laborer	\$16.23	\$16.39	\$16.56	\$16.72	\$16.89	\$17.06	\$17.23	\$17.40	\$17.58	\$17.75
Laborer	\$14.24	\$14.39	\$14.53	\$14.67	\$14.82	\$14.97	\$15.12	\$15.27	\$15.42	\$15.58

mths completed
by 7/1/19 FY20

Harvey Castle	Mechanic	123 mth	\$23.87	offstep
Dan Deshaies	Senior Mechanic	310 mth	\$26.55	
Dan Fraser	Chief Operator	87 mth	\$29.96	offstep
Mike Hersey	Foreman	305 mth	\$31.65	
Ben Quiram	Oper	50 mth	\$23.40	offstep
Tim Reynolds	Asst Oper	87 mth	\$21.54	offstep

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Appendix C - Wage Scale 07/01/2020-06/30/2021

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FY21

Step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$29.24	\$29.53	\$29.82	\$30.12	\$30.42	\$30.73	\$31.03	\$31.35	\$31.66	\$32.60
Chief Operator	\$29.36	\$29.66	\$29.95	\$30.25	\$30.56	\$30.86	\$31.17	\$31.48	\$31.80	\$32.11
Senior Mechanic	\$24.52	\$24.77	\$25.02	\$25.27	\$25.52	\$25.78	\$26.03	\$26.29	\$26.56	\$27.35
Senior Operator	\$24.52	\$24.77	\$25.02	\$25.27	\$25.52	\$25.78	\$26.03	\$26.29	\$26.56	\$26.82
Mechanic	\$23.17	\$23.40	\$23.63	\$23.87	\$24.11	\$24.35	\$24.59	\$24.84	\$25.09	\$25.34
Operator	\$23.17	\$23.40	\$23.63	\$23.87	\$24.11	\$24.35	\$24.59	\$24.84	\$25.09	\$25.34
Asst Mechanic	\$21.12	\$21.33	\$21.54	\$21.76	\$21.98	\$22.20	\$22.42	\$22.64	\$22.87	\$23.10
Asst Operator	\$21.12	\$21.33	\$21.54	\$21.76	\$21.98	\$22.20	\$22.42	\$22.64	\$22.87	\$23.10
Equipment Operator/Laborer	\$16.55	\$16.72	\$16.89	\$17.06	\$17.23	\$17.40	\$17.57	\$17.75	\$17.93	\$18.11
Laborer	\$14.53	\$14.67	\$14.82	\$14.97	\$15.12	\$15.27	\$15.42	\$15.58	\$15.73	\$15.89

		mths completed by 7/1/20	FY21	
Harvey Castle	Mechanic	135 mth	\$24.59	offstep
Dan Deshaies	Senior Mechanic	322 mth	\$27.35	
Dan Fraser	Chief Operator	99 mth	\$30.86	offstep
Mike Hersey	Foreman	317 mth	\$32.60	
Ben Quiram	Operator	62 mth	\$24.11	offstep
Tim Reynolds	Asst Operator	99 mth	\$22.20	offstep

Sidebar Agreement

The Primary on-call personnel shall be permitted to take home a plow truck during storm events at the discretion of the Wastewater Superintendent. That employee shall also be permitted to clear the snow from their driveway prior to reporting to work as long as their reporting time is not delayed.

This item will sunset on June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hand this 10th day of

May, 2019.

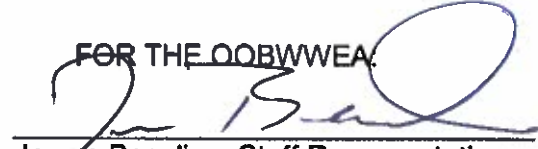
FOR THE TOWN:

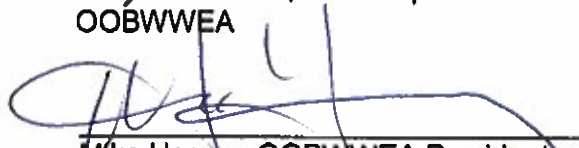

Larry Mead, Town Manager
Town of Old Orchard Beach



Chris White, Superintendent



Fran Beaulieu, HR Manager
Member.

FOR THE OOBWWEA:


James Beaulieu, Staff Representative
OOBWWEA


Mike Hersey, OOBWWEA President


Dan Fraser, OOBWWEA Negotiating Committee


Dan Deshaies, OOBWWEA Trustee

