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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, 2021 TO JUNE 30, 2024

TABLE OF CONTENTS

20		
21		
22	AGREEMENT	3
23	ARTICLE 1: RECOGNITION	3
24	ARTICLE 2: ASSOCIATION SERVICE FEE	3
25	ARTICLE 3: ASSOCIATION MEMBER DEDUCTIONS	3
26	ARTICLE 4: HOURS OF WORK	4
27	ARTICLE 4A: WORK WEEK	5
28	ARTICLE 5: REST PERIODS	5
29	ARTICLE 6: MEAL PERIODS	6
30	ARTICLE 7: HOLIDAYS	6
31	ARTICLE 8: SICK LEAVE	7
32	ARTICLE 9: SENIORITY	8
33	ARTICLE 10: ANNUAL VACATIONS	10
34	ARTICLE 11: PAID LEAVES	11
35	ARTICLE 12: CALL TIME	12
36	ARTICLE 13: INSURANCE AND RETIREMENT	12
37	ARTICLE 14: DISTRIBUTION	14
38	ARTICLE 15: DISCIPLINE AND DISCHARGE	15
39	ARTICLE 16: SETTLEMENT OF DISPUTES	15
40	ARTICLE 17: GENERAL PROVISIONS	17
41	ARTICLE 18: ASSOCIATION BULLETIN BOARDS	17
42	ARTICLE 19: ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES	17
43	ARTICLE 20: WORK RULES	18
44	ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING	18
45	ARTICLE 22: MANAGEMENT RIGHTS	19
46	ARTICLE 23: NO STRIKE	19
47	ARTICLE 24: PAY SCHEDULE	19
48	ARTICLE 25: EDUCATION & PHYSICAL FITNESS	20
49	ARTICLE 26: TERM OF AGREEMENT	21
50	Appendix A - Wage Scale 07/01/2018-06/30/2019	22
51	Appendix B - Wage Scale 07/01/2019-06/30/2020	23
52	Appendix C - Wage Scale 07/01/2020-06/30/2021	23
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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.
110

111
112 **ARTICLE 4: HOURS OF WORK**

113
114 **Section 1 - Regular Hours**

115
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 **ARTICLE 4A: WORK WEEK**

166
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.

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 The following days shall be recognized and observed as paid holidays:
215

216 New Year's Day	223 Labor Day
217 Martin Luther King Day	224 Columbus Day
218 Washington's Birthday	225 Veteran's Day
219 Patriot's Day	226 Thanksgiving Day
220 Memorial Day	227 Day after Thanksgiving Day
221 Juneteenth (June 19 th)	228 ½ day for Christmas Eve
222 Independence Day	229 Christmas Day

230
231 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which
232 they perform no work.
233

234 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be
235 observed as the holiday.
236

237 Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be
238 observed as the holiday.
239

240 Section 2: Eligibility Requirements

241

242 Employees shall be eligible for holiday pay under the following conditions.
243

244 A. The employee would have been scheduled to work on such day if it had not been observed as a
245 holiday.
246

247 B. The employee worked his/her last scheduled work day prior to the holiday and the day after,
248 unless he is excused by the employer, or he is absent for any reasonable purpose as determined by
249 the Waste Water Superintendent.
250

251 C. If a holiday is observed on an employee's schedule day off or during his/her vacation, he/she
252 shall have another day off.
253

254 Section 3: Holiday Pay

255
256 Eligible employees who perform no work on a holiday shall be paid their regularly scheduled work
257 day hours for that holiday at their current hourly rate of pay.

258 Example:

259 10 hours = 10 hours
260 8.5 hours = 8.5 hours
261 6 hours = 6 hours

262
263 Section 4: Holiday Work

264
265 If an employee works on any of the holidays listed above, he/she shall be paid the following rate of
266 pay in addition to his/her holiday pay:

267
268 Time and one-half (1½) his/her regular hourly rate for all hours worked.

269
270 **ARTICLE 8: SICK LEAVE**

271
272 Section 1: Allowance

273
274 Any employee contracting or incurring any non-service connected sickness or disability which
275 renders such employee unable to perform the duties of his/her employment shall receive earned
276 sick leave with pay. This includes when an employee is required to quarantine for the mandated
277 number of days because you were notified and required to do so by CDC, medical professional or
278 by the Town, whether symptomatic or non-symptomatic. Sick leave, with pay, will be granted for
279 care of immediate family members. Immediate family members for his/her section shall be defined
280 as parents, spouse, and children.

281
282 Employees shall accrue 1.846 hours per weekly pay period up to a maximum of nine hundred and
283 sixty (960) hours. Sick leave provisions shall not apply in cases of injury on the job. If the employer
284 has reason to believe that an employee is not sick, said employee shall be required to submit for
285 just cause, to the Town, proof of sickness from a doctor selected by the Town, at the town's
286 expense. Sick time may be used in hourly increments.

287
288 Employees shall be compensated in cash for fifty percent (50%) of their accumulated unused sick
289 leave when they are permanently separated from employment as a result of voluntary resignation or
290 retirement if the employee has worked for the Town for a period of ten (10) years or more.
291 Employees with five (5) years of service, but less than ten (10) years, shall receive twenty five
292 percent (25%) of their accumulated unused sick leave upon a voluntary separation. Any employee
293 with less than five (5) years of service shall not receive any cash value for accumulated unused sick
294 leave. In the event of death, one hundred percent (100%) payment is to be made to the estate or
295 beneficiary of the employee.

296
297 The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in
298 effect on the pay day immediately preceding the employee's separation. Payment shall be made
299 within fourteen (14) days of separation unless mutually agreed otherwise.

300
301 Section 2: Extended Leave

302 An employee who is absent from their employment because of illness or injury, not arising out of their
303 employment, or because they shall have been granted leave of absence for any other reason, shall
304 retain their status as an employee for a period of twelve (12) months. Their status as an employee
305 may be extended for further periods at the discretion of the Town upon written notice to the

306 Association prior to the expiration of said twelve (12) month period. Any extension shall be for a
307 time-specific period, and must be made upon written notice to the Association.

308
309 Section 3: Sick Leave Incentive

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

313
314
315 **ARTICLE 9: SENIORITY**

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

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

326
327 Section 3: Promotions

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

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

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

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

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

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

352
353 F. Temporary job openings may be filled by an employer assignment or reassignment, and the
354 assignment or reassignment shall be made in terms of a promotion based upon seniority.
355 Temporary assignments shall be considered as training assignments by which an employee may
356 obtain experience that will enable him to qualify for future promotions.

357

358 G. Employees assigned to temporary job openings shall be paid the wage rate established for the
359 job or their own wage rate whichever is higher providing a thirty (30) day training period has been
360 logged to the credit of an individual employee. Said thirty (30) days need not be consecutive.
361

362 Section 4: Transfer to Other Jobs
363

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

366 Employees requesting transfers, for reasons other than the elimination of jobs, may be transferred
367 to equal or lower paying job classification on the basis of seniority.
368

369 Section 5: New or Vacant Jobs
370

371 New jobs or vacancies in existing job classifications (job vacancies are existing job classifications
372 that are not occupied due to a curtailment of operations, employee illness, employee leaves of
373 absence, or any other reason) may be filled initially by the Employer on the basis of temporary
374 transfer. During the period of temporary transfer, the job may be posted on all bulletin boards.

375 Employees desiring to transfer to the job may submit an application in writing to their immediate
376 supervisor. The Employer upon awarding the job, shall fill the new job classification or the vacant
377 job within (10) days. Applicants from outside the bargaining unit shall start at the first step of the
378 wage scale.
379

380 Section 6: Lay Off and Recall
381

382 In the event it becomes necessary to lay off employees for any reason, employees in the same
383 classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff
384 according to their seniority. For purposes of this/her section seniority shall be the time within the
385 bargaining unit.
386

387 In the event of a layoff or a reduction in the size of the work force an employee may bump an
388 employee in a lower classification provided that there is an employee with less seniority to be
389 bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may
390 bump into a job for which he is not experienced or qualified nor may an employee bump in any
391 instance in which there is no junior employee for him to replace.
392

393 Employees on layoff shall retain pension and all other seniority rights for up to twenty-four (24)
394 months while on layoff.
395

396 No new employees shall be hired until all employees in the same classification on layoff status
397 desiring to return to work have been recalled. All employees recalled from layoff shall be returned to
398 the job classification from which they were laid off.
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409

410 **ARTICLE 10: ANNUAL VACATIONS**

411
412
413 Employees hired prior to 7/1/18 shall accrue vacation as follows:
414
415

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

416
417 Employees hired as of 7/1/18 shall accrue vacation as follows:
418

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

419
420
421 **Section 1:** Employees shall begin accruing vacation time annually upon date of hire, however shall
422 not be entitled to their accrued time until completion of their six (6) month probationary period.
423

424 **Section 2:** Employees hired prior to 7/1/2015, are grandfathered and shall be accruing vacation
425 time in the current year to be used after their next year's anniversary date. The employee shall be
426 allowed to carry eighty hours (80) of vacation into a subsequent year.
427 Employees hired after 7/1/2015, shall be allowed to carry over eighty hours (80) of vacation leave. If
428 the employee has more than the allowed hours to carry over, the employee shall not accrue said
429 time until they bring the hours down below the carry over limit, and said time shall start to accrue
430 again.

431 Management will make every effort to afford reasonable time off for the vacation time requested,
432 given however, that the successful operation of the plant is the highest priority. To that end, a
433 mutually agreed upon system will be developed to accommodate vacation time requests to try to
434 prevent any employee from not taking their desired time off. If for some reason beyond the
435 reasonable control of the employee, management has contributed to the inability of an employee to
436 take the expected vacation time off, the employee may be able to carry forward no more than 80
437 hours of vacation.
438

439 An employee may be allowed to work vacation at a straight time rate of pay with the expressed
440 approval of the Town Manager.
441

442 **Section 3:** Vacations will be scheduled based on department operational needs at the discretion of
443 the Department Head. Vacation time shall be used in hourly increments.
444

445 Section 4: Town agrees to allow one unit employee per week to be on vacation during June, July,
446 and August with a maximum of two (2) weeks per employee during these months. Employees will
447 not be eligible to select weeks during his/her time when they are on either Primary call or Back up
448 on call duties. Selection will be based on seniority and will continue year to year until opportunities
449 for selection have been afforded to all employees on the seniority list, then selection opportunities
450 shall begin again at the top of the seniority list. Vacation scheduling shall be subject to needs of
451 Wastewater Department.
452

453 **ARTICLE 11: PAID LEAVES**

454 **Section 1: Bereavement Leave**

455
456
457
458 In the event of a death in the employee's immediate family, employees may be granted a leave of
459 absence with pay of up to five (5) days. Immediate family is defined as an employee's spouse,
460 domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is
461 intended for use during the work days that fall within the family member's time of death and the day
462 after the funeral. This leave may also be used for delayed services with the prior approval of the
463 departmental supervisor.
464

465 In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-
466 in-law, the employee may be granted up to three (3) days leave of absence with pay to make
467 household arrangements and/or to attend the funeral services.
468

469 An additional day of paid bereavement leave may be granted if an employee is required to travel to
470 a location that is 250 miles or more from Old Orchard Beach in order to make said household
471 arrangements or to attend the funeral services.
472

473 **Section 2: Jury Duty**

474
475 Employees shall be granted a leave of absence for jury duty or jury services and be paid the
476 difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from
477 jury duty, he/she will return to work within one (1) hour.
478

479 **Section 3: Civic Duty**

480
481 Employees required to appear before a court or other public body on any matter not related to their
482 work and in which they are not personally involved (as a plaintiff or defendant) and employees
483 elected or appointed to any non-municipal political or non-municipal legislative position who request
484 a leave of absence may be granted a leave of absence, without pay, for a reasonable period to fulfill
485 these responsibilities.
486

487 **Section 4: Personal Leave**

488
489
490 Unit employees shall be allowed sixteen (16) hours of personal leave per calendar year. Said
491 personal hours shall only be taken with the approval of the Superintendent. Personal hours may be
492 used in hourly increments. Personal hours do not accumulate year to year.
493
494

495

496

ARTICLE 12: CALL TIME

497

498

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).

500

501

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.

503

504

If additional personnel are required to provide technical support, that person(s) will receive 6 hours of overtime for coming in to provide said support.

505

506

507

508

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

509

510

511

ARTICLE 13: INSURANCE AND RETIREMENT

512

513

Section 1: Worker's Compensation

514

515

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

516

517

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.

518

519

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.

520

521

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.

522

523

Section 2: Health Insurance

524

525

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.

526

527

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.

528

529

547
548 Eligibility for our group health insurance plan is determined according to the guidelines set forth by
549 the health insurance plan administrator.
550

551 Employees who choose not to enroll under our group health insurance plan and who can provide
552 documentation that they have health insurance coverage under a spouse/partner's plan may be
553 eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will
554 receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS
555 plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any
556 cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable
557 earnings.
558

559 Section 3: Life Insurance

560
561 All full-time employees have the option of enrolling in our group life insurance plan. The Town will
562 pay the basic life insurance premium (equaling 1x an individual's annual salary) for these
563 employees. Any supplemental life insurance coverage that an employee chooses will be paid by the
564 employee through regular payroll deduction.
565

566 Section 4: Retirement

567
568 On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings
569 to either the Maine Public Employees Retirement System (MainePERS, formerly known as the
570 Maine State Retirement System) OR to the International City Management Retirement Corporation
571 (ICMA). The system to which contributions are made is dependent on an individual employee's
572 preference and personal choosing.
573

574 If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%) of
575 an individual's gross earnings to their plan. In addition to this employer portion, the employee has
576 the option of contributing to the plan as well (up to the annual percentage limits set forth by the
577 ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are
578 responsible for choosing from among a number of investment options.
579

580 If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's
581 matching contributions are mandated by MainePERS.
582

583 Employee contributions for either plan will be withheld through payroll deductions. The Town is not
584 liable for any tax implications to individual plan participants.
585

586 Unit members may enroll in either or both plans. However, the Town will only pay into one
587 retirement plan on an individual employee's behalf.
588

589 Section 5: Eye Glasses

590
591
592 The Town agrees to pay the cost of replacement of an employee's prescription/safety eyeglasses
593 that are damaged or destroyed during working hours, including any related medical costs.
594

595 Section 6: Health Insurance upon Retirement

596
597 Upon retirement an employee may continue his/her membership in the Town's health insurance
598 program, at his/her own expense, until such time as the employee becomes eligible for federally
599 subsidized health insurance such as Medicaid or Medicare.

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Section 7: Inoculations

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

Section 8: Dental

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

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

Section 9: Short Term Disability

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

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

Section 10: Liability Insurance

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

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

ARTICLE 14: DISTRIBUTION

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.

652 **ARTICLE 15: DISCIPLINE AND DISCHARGE**

653
654 **Section 1: Discipline**

655
656 It is the intent of the Town to follow the concept of progressive discipline and just cause for
657 employees with the understanding that the discipline steps listed below may be bypassed
658 by management depending on the severity of the offense.

659
660
661 Disciplinary action or measures shall include only the following:

- 662
663
 - Oral reprimand
 - Written reprimand
 - Suspension (notice to be given in writing)
 - Discharge

664
665
666
667
668 Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities
669 as an employee. Any disciplinary action or measure imposed upon an employee may be processed
670 as a grievance through the regular grievance procedure.

671
672 If the Employer has reason to reprimand the employee, it shall be done in a manner that will not
673 embarrass the employee before other employees or the public except the final disposition of
674 discipline is subject to public review as permitted by law.

675
676 **Section 2: Discharge**

677
678 The Employer shall not discharge any non-probationary employee without just cause. An employee
679 will not be terminated from employment without first being notified of the reasons for termination and
680 offered the opportunity to respond to the charges. The reasons for termination must be in writing.
681 The Town recognizes the right of an employee to have an Association representative present at a
682 disciplinary hearing or meeting.

683
684 The Association shall have the right to take up the suspension and/or discharge as a grievance at
685 the third step of the grievance procedure and the matter shall be handled in accordance with this
686 procedure through the arbitration step if deemed necessary by either party.

687
688 Any employee found to be unjustly suspended or discharged shall be reinstated with full
689 compensation for all lost time and with full restoration of all other rights and conditions of
690 employment.

691
692 If, in the course of the grievance procedure, it is determined by the parties that an offense was
693 committed but also that termination is too harsh a penalty for the offense committed the parties may
694 mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to
695 amend the preceding paragraph.

696
697
698 **ARTICLE 16: SETTLEMENT OF DISPUTES**

699
700 **Section 1: Grievance and Arbitration Procedure**

701
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.

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

766 **Section 1: Pledge Against Discrimination and Coercion**

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768

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

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

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

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
785

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.

790
791

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

792
793

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

794
795

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

798
799

- 799 • Collect Association Dues, initiation fees and assessments if these funds are not collected
- 800 through payroll deductions;
- 801 • Post Association notices;
- 802 • Distribute Association literature;
- 803 • Solicit Association membership during other employees' non-working-time;
- 804 • Attend negotiation meetings;
- 805 • Transmit communications, authorized by the OOBWWEA or its officers, to the Employer or
- 806 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.

Section 4: Enforcing

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

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

ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING

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

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

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

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

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

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

875 **ARTICLE 22: MANAGEMENT RIGHTS**

876
877 Section 1: Nothing in this Agreement shall be construed as delegating to others the authority
878 conferred by law on the Employer or in any way abridging or reducing such authority.
879

880 Section 2: This Agreement shall be construed as requiring the Employer to follow its provisions in
881 the exercise of the authority conferred upon the Employer by law.
882

883 884 **ARTICLE 23: NO STRIKE**

885
886 Section 1: There shall be no stoppage of work or slow-down by the Association, or any lockout by
887 the Town during the life of this/her Agreement.
888

889 **ARTICLE 24: PAY SCHEDULE**

890 891 Section 1 Cell Phone

892 The Chief Operator and the Foreman will receive either a cell phone stipend of \$5.77/week
893 (\$25.00/month) for carrying a personal phone or a cell phone through the Town's business account.
894
895

896 Section 2:

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

910 **ARTICLE 25: EDUCATION & PHYSICAL FITNESS**

911
912 For education to obtain or maintain a license for employment, the Town will pay:

- 913
914 • Tuition, books, lab fees, license fees
915 • Pay for all time (including travel) for classes
916 • Pay for the Application cycle fee to allow for test taking privileges
917 • Pays for two (2) testing requirements for the wastewater exams per application cycle
918
919

920 If classes are scheduled outside of regular work hours the employee shall receive comp time for
921 hours as outlined above at a straight time rate.
922

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

928 The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400)
929 annually, toward an employee's individual health club membership at a licensed health club facility.
930
931

932 **Safety Officer Stipend**

933 The bargaining unit employee assigned as the Waste Water Department Safety Officer
934 shall receive a weekly stipend of \$9.62.
935

936 **Commercial Driver's License (CDL)**

937 The Town agrees that once the Waste Water Department no longer has equipment that requires a
938 Commercial Driver's License, that the requirement will be removed from the job descriptions, the
939 employees will be removed from the Random Screening Pool and will be allowed to rescind their
940 commercial license. If the Department acquires equipment that requires a Commercial Driver's
941 License in the future, the Town agrees to pay for an employee to retake the Commercial License
942 test, within one year (1) and provide the equipment to take the test.
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ARTICLE 26: TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2021 and shall remain in full force and effect until the 30th day of June, 2024, or as otherwise noted. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 29th day of November, 2021.

FOR THE TOWN:

Diana Asanza
Diana Asanza, Town Manager
Town of Old Orchard Beach

Chris White
Chris White, Superintendent

Ivan Beaulieu
Ivan Beaulieu,
Director of HR & Communications

FOR THE OOBWWEA:

James Beaulieu
James Beaulieu, Staff Representative
OOBWWEA

Tim Reynolds
Tim Reynolds, OOBWWEA President

Dan Fraser
Dan Fraser,
OOBWWEA Negotiating Committee Member.

Mike Hersey
Mike Hersey, OOBWWEA Trustee

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1013
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1015

Appendix A - Wage Scale 07/01/2021-06/30/2022

4.0%

FY22

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	\$30.41	\$30.71	\$31.01	\$31.32	\$31.64	\$31.96	\$32.27	\$32.60	\$32.93	\$33.26
Chief Operator	\$30.53	\$30.85	\$31.15	\$31.46	\$31.78	\$32.09	\$32.42	\$32.74	\$33.07	\$33.39
Senior Mechanic	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.90
Senior Operator	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.89
Mechanic	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Operator	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Asst Mechanic	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Asst Operator	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Equipment Operator/Laborer	\$17.21	\$17.39	\$17.57	\$17.74	\$17.92	\$18.10	\$18.27	\$18.46	\$18.65	\$18.83
Laborer	\$15.11	\$15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53

months completed by 7/1/21

Harvey Castle	Mechanic	147	\$27.62
Dan Deshaies	Senior Mechanic	334	\$27.90
Dan Fraser	Chief Operator	111	\$32.42
Mike Hersey	Foreman	329	\$33.26
Ben Quiram	Operator	74	\$25.32
Tim Reynolds	Asst Operator	111	\$23.32

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Employees will all be brought to correct step and will move steps according to anniversary date.
A one-time payment will be issued to Mike Hersey in the amount of \$1,348.54 and Dan Deshaies in the amount of \$1,134.38

Appendix B - Wage Scale 07/01/2022-06/30/2023

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1036
1037
0.0%
FY23

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	\$30.41	\$30.71	\$31.01	\$31.32	\$31.64	\$31.96	\$32.27	\$32.60	\$32.93	\$33.26
Chief Operator	\$30.53	\$30.85	\$31.15	\$31.46	\$31.78	\$32.09	\$32.42	\$32.74	\$33.07	\$33.39
Senior Mechanic	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.90
Senior Operator	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.89
Mechanic	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Operator	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Asst Mechanic	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Asst Operator	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Equipment Operator/Laborer	\$17.21	\$17.39	\$17.57	\$17.74	\$17.92	\$18.10	\$18.27	\$18.46	\$18.65	\$18.83
Laborer	\$15.11	\$15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53

Employees will receive a one-time payment of \$3,000

Appendix C - Wage Scale 07/01/2023-06/30/2024

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1044
3%
FY24

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	\$31.47	\$31.79	\$32.10	\$32.42	\$32.74	\$33.08	\$33.40	\$33.75	\$34.08	\$34.42
Chief Operator	\$31.60	\$31.93	\$32.24	\$32.56	\$32.89	\$33.22	\$33.55	\$33.89	\$34.23	\$34.56
Senior Mechanic	\$26.39	\$26.66	\$26.93	\$27.20	\$27.47	\$27.75	\$28.02	\$28.30	\$28.59	\$28.88
Senior Operator	\$26.39	\$26.66	\$26.93	\$27.20	\$27.47	\$27.75	\$28.02	\$28.30	\$28.59	\$28.87
Mechanic	\$24.94	\$25.19	\$25.44	\$25.69	\$25.95	\$26.21	\$26.47	\$26.74	\$27.01	\$27.28
Operator	\$24.94	\$25.19	\$25.44	\$25.69	\$25.95	\$26.21	\$26.47	\$26.74	\$27.01	\$27.28
Asst Mechanic	\$22.73	\$22.96	\$23.19	\$23.42	\$23.66	\$23.90	\$24.13	\$24.37	\$24.62	\$24.86
Asst Operator	\$22.73	\$22.96	\$23.19	\$23.42	\$23.66	\$23.90	\$24.13	\$24.37	\$24.62	\$24.86
Equipment Operator/Laborer	\$17.81	\$18.00	\$18.18	\$18.36	\$18.55	\$18.73	\$18.91	\$19.11	\$19.30	\$19.49
Laborer	\$15.64	\$15.79	\$15.95	\$16.11	\$16.28	\$16.44	\$16.60	\$16.77	\$16.93	\$17.10

1045