

COLLECTIVE BARGAINING AGREEMENT

Between

THE LEWISTON –AUBURN  
WATER POLLUTION CONTROL AUTHORITY

And

COUNCIL #93 LOCAL 1458-11

of the

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME). AFL-CIO



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This Agreement is made by the Lewiston-Auburn Water Pollution Control Authority (hereinafter sometimes referred to as the "Authority" or the "Employer") and Council No. 93, American Federation of State, County, and Municipal Employees (AFSCME) in the State of Maine, affiliated with the AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE 1 - PREAMBLE

1.1 Pursuant to the provisions of the Maine Municipal Public Employees Labor Relations Act, as amended, the parties hereto have entered into this Agreement in order to establish their respective rights, preserve employee morale, and to promote effective and efficient operations.

1.2 The Union and the Authority agree to cooperate in strict observance of all the terms, provisions and agreements herein contained so that the purposes and objects of this Agreement may be fully attained to the end that mutual interests of the parties hereto may be maintained at all times. The Union and the Authority recognize that they have the responsibility of cooperating with each other in maintaining discipline and cooperative effort in the functioning of the Authority's operations.

1.3 The Union and the Authority agree to cooperate with each other for their mutual interests and hereby agree to the following methods which provide for the economic welfare of each other and of the Authority's employees, safety of the employees, cleanliness of the work area and equipment, and the protection of property.

1.4 In the event that either party desires to meet and discuss items which are not included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss and if the parties reach agreement, such Agreement shall be set forth in a formal amendment to this Agreement. Each party, however, reserves the right to decline to meet or discuss any or all items, whether set forth herein or not, during the term of this Agreement.

1.5 In the event that both parties agree to meet to discuss a matter included in this Agreement at any time during the term of this Agreement, the parties can do so. Such discussions will only proceed after consent is given to hold such discussions by the union representative, Union Steward, and the Authority Board of Directors. If both parties subsequently reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement upon ratification by a majority vote of the Union membership and a majority vote of the Authority Board of Directors. Each party reserves the right to decline to meet or discuss any or all items.

1.6 A joint committee consisting of not more than three (3) members representing the union, one of whom may be the union representative, and not more than three (3) members representing the Authority management, one of whom will be the plant General Manager, may be formed to discuss pertinent issues relating to this contract. Upon the request of either labor or management, the committee will meet at reasonable times and with reasonable frequency at no additional cost to the Authority, unless the Authority shall agree in advance to incur cost, to discuss such issues.

## ARTICLE 2 - RECOGNITION

2.1 The Authority recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating with respect to wages, hours and other conditions of employment of all its "regular employees" in the classifications of compost facility supervisor, operator, Operations and Maintenance Specialist compost technician/mechanic, mechanic, laboratory and Process supervisor, and Lead Mechanics at its Lewiston and Auburn, Maine facilities.

2.2 The term "regular employee" shall be construed to mean an employee who has been employed by the Authority for a period of six months since his or her most recent date of hire. Any employee of the Authority who is not such a "regular employee" and who is doing work in any of such classifications shall be deemed to be serving a probationary period, shall not be subject to the terms of this Agreement, and may be terminated by the Authority without giving rise to any grievance or arbitration. Whenever used in this Agreement the word "employee" shall be deemed to mean a "regular employee" unless it is made clear from the context that reference is being made to employees other than "regular employees".

2.3 The Authority reserves the right to waive the probationary period for any new or returning employee on a case-by-case basis and to designate such an employee as a regular employee subject to the terms of this Agreement.

2.4 The Authority agrees to discuss the duties of any people employed in a Public, Private Federal, State or local program with the Union prior to the Authority's participation in such program. The Authority agrees that any intern or any person referenced in this section shall work with a Union Employee whenever possible and will not work independently on any project or production work normally performed by a union employee.

2.5 Within thirty (30) calendar days after execution of this Agreement, all employees in the positions reference in article 2.1 above, who are not members of the Union shall be offered the opportunity to choose from the options of:

a) Full membership in the Union

b) Sign a non-member waiver form

2.6 The Union shall indemnify, defend and hold the Authority harmless against all claims and suits which may arise as a result of action taken pursuant to paragraph 2.5.

2.7 The Authority shall deduct regular weekly dues from the wages of each employee who delivers to the Authority a valid, executed, check-off authorization card.

Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.



This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Should an employee have no wages due on the payroll on which deductions are made, it shall be the responsibility of the employee, not the Authority, to transmit to Council No. 93 any amount which may be due on his/her behalf. Council 93 shall indemnify and save the Authority harmless against any and all claims and/or suits which may arise by reason of any action taken in making deductions of dues and/or service fees and/or in remitting the same to Council No. 93 pursuant to this article.

2.8 The authorization for deductions of benefit fund contributions for the AFSCME Maine Benefit Income Protection Fund may be stopped at any time, provided the employee submits in writing to the Employer and the Union a sixty-day (60) notice of such intent.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union agrees that the Authority has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this agreement. Such rights include but are not limited to: the right to determine the mission; location and size of all departments and facilities; the right to direct the work force; to establish specifications for each class of positions and to allocate or reallocate new or existing positions; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine its operating budget; to install new, changed or improved methods of operation; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to it, the adoption and maintenance of engineering and construction standards of performance, rate and quality; to sell its operations in whole or in part if it be deemed to be economically advisable; and to take whatever actions may be necessary to carry out the mission of the Authority in situations of emergency. Notwithstanding, anything in this agreement to the contrary, the Authority may take any action or may refrain from any action as is reasonably believed by the Authority to be necessary to comply with any statute of the State of Maine or the United States Government from time to time relating to the Authority.

3.2 The Authority also retains the right to subcontract any or all of the activities which it now carries on or which it may hereafter carry on, either temporarily or on a permanent basis; provided, however, that no such subcontracting shall cause a layoff of any regular full-time employee(s) and, this specifically applies to paragraph 3.1 insofar as selling its operations, in whole or in part, if it is deemed to be economically advisable.

3.3 Management reserves the right to be the sole contact with the news media. Any employee purposely making contact with the news media without authority concerning Plant Operations will be subject to discipline. Management agrees to comply with State of Maine Bureau of Labor Standards, Section 829, under sub-chapter "Protection of employees who report or refuse to commit illegal acts".

## ARTICLE 4 - UNION ACTIVITIES

4.1 The Authority agrees, when it is reasonably practical to do so and upon receipt of seven days' advance notice, to permit one employee designated by the Union to be absent from work without pay for a maximum of three work days for an educational session scheduled by the Union or to attend a labor convention. The parties agree that no such time off will be allowed if the effect thereof would be to impair the authority's operations or to require the Authority to pay overtime rates to a replacement employee.

4.2 An authorized agent of the Union may, in the Authority's discretion, be granted reasonable access to the Authority's establishment at mutually agreeable times, for the purpose of adjusting disputes; provided, however, that there shall be no interruption of the Authority's operations and further provided that such agent shall have been authorized in advance by the Employer to enter into a specific area or specific areas at a specified time and that such agent may be accompanied by a representative designated by the Authority.

4.3 The Authority recognizes the right of the Union to designate a Steward and an alternate. Upon designation, the Union shall promptly communicate the name(s) of such person(s) to the Authority in writing, and such designation(s) shall remain in effect until the Union communicates to the Authority in writing the termination of such designation(s). The authority of the Steward and the alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities, some or all of which may from time to time be performed during working hours and without loss of pay to the extent authorized by the Authority:

4.3.1 The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.

4.3.2 The transmission to the Authority of messages and information which originate with or are authorized by the Union, provided such messages and information shall have been reduced to writing.

4.3.3 Neither the Steward nor the alternate shall have authority to take any strike action or to participate in any strike, slow-down or other job action or any action interrupting the Authority's operations. The Authority recognizes these limitations upon the authority of the Steward and the alternate and the parties agree that any violation hereof may cause the Steward and/or the alternate to be the subject to such discipline as the Authority, in its sole discretion, may determine.

## **ARTICLE 5 - BULLETIN BOARD**

5.1 The Authority agrees to furnish bulletin boards at or near the time clocks for posting of reasonable meeting notices and Union bulletins.

5.2 Neither the Union nor any member of the bargaining unit shall post anything elsewhere on the Authority's premises without advance written approval of the Authority.

## ARTICLE 6 - DISCIPLINE

6.1 No Employee shall be disciplined or discharged without just cause. Disciplinary action or measures shall include the following:

- Oral reprimand
- Written reprimand
- Demotion
- Suspension
- Discharge

6.2 The listing of disciplinary actions shall not be deemed to imply that discipline must be imposed in the order listed. It is agreed that in some instances a discharge may be justified for the first infraction and in other instances an oral reprimand or a written reprimand might follow a prior suspension.

6.3 Notice of appeal from a suspension or discharge must be communicated to the General Manager or his/her designee in writing within seven (7) calendar days from the date of suspension or discharge.

6.4 Should it be proved that the suspended or discharged employee shall not have been guilty of the offense or infraction charged, the employee shall be reinstated to his or her position and compensated at his or her usual rate of pay for lost work opportunity, less any sums received by the employee from other employment or self-employment during the period of suspension or the period following his or her dismissal, it being understood that it shall be the obligation and responsibility of any such employee to minimize damages to the extent possible. Any back-pay award may be reduced to reflect an employee's failure to attempt adequately to minimize damages. If the Union and the Authority are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement within seven calendar days after the above notice of appeal is given to the Authority. The Authority's exercise of discretion in determining the nature and extent of discipline, unless capricious, shall not be subject to grievance or arbitration. Except in the case of capricious actions, grievance and arbitration shall be limited exclusively to a determination of whether the offense or infraction has been committed.

6.5 The reasons listed below, without intending to be exclusive, shall constitute just cause for suspension, demotion or discharge:

- a) Ingesting intoxicating beverages or drugs on the job or arriving for work while under the influence of intoxicating beverages or drugs or bringing same on the job site.
- b) Insubordination.
- c) Being repeatedly tardy after written warning.

- d) Malicious damage to the property of the Authority.
- e) Conviction of a Class A, B or C crime under the Maine Criminal Code or any criminal offense involving moral turpitude.
- f) Violation on the job of any state or municipal ordinances which substantially impair or endanger the safety of the public.
- g) Theft or dishonesty relating to employment.
- h) Failure to adequately perform all assigned duties.
- i) Theft of property or destruction or malicious abuse of the personal property of other employees or that of the Authority.
- j) Absence without leave.
- k) Knowingly giving false statements to a supervisor or the public or falsifying public records.
- l) Accepting gifts or gratuities as an inducement for the performance of official duties.
- m) Exerting unlawful influence or pressure to secure promotion, assignment, leave, increased pay or other benefits.
- n) Fraudulent use of leave.
- o) Violation of established policies and procedures of the Authority.
- p) Physical abuse or intimidation of another employee or any person while on or in Authority Property.

6.6 If the employer has reason to reprimand an employee, it shall be done, if possible, in a manner that will not embarrass the employee before other employees or the public.

## ARTICLE 7 - SENIORITY

7.1 Seniority shall be based upon the employee's last date of permanent hire. Seniority for the purposes of this Agreement shall be interpreted to mean length of continuous service only and shall be the governing factor in all matters affecting layoff and recall, and as provided in section 7.2 of this agreement. On or before January 31 of each year and with every new hire the Authority will post a seniority list which includes all employees in union positions. Any objections to the list as posted must be reported to the Authority within ten (10) days of the posting date or the list shall stand as accepted.

7.2 In the event of a lay-off or a reduction in the size of the work force, an employee may "bump" into another job. The bump must be in an equal or lower pay grade (as designated in article 26) provided that there is an employee with less seniority to be bumped and provided that the senior employee has the skill and ability to perform the work. The General Manager shall determine whether the employee has the ability to perform the work and such determination shall not be made capriciously or arbitrarily.

An employee must notify the Authority of his/her intention to exercise bumping rights within five (5) working days of the Authority's notification to the employee of the lay-off. The employee who is bumped shall enjoy similar bumping rights. Any employee who displaces another employee will have twenty (20) working days during which to demonstrate his/her ability to satisfactorily perform the work. Failure on the part of the employee to demonstrate his/her ability to satisfactorily perform the work required in the job he/she has bumped into will result in his/her having one (1) additional opportunity to bump into an equal or lower grade, providing he/she can do the work in such lower grade. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the General Manager of the Authority. Such judgment shall not be made capriciously or arbitrarily.

An employee who is laid off shall remain on the layoff recall list for a period of twenty-four (24) months. At the end of the twenty-four (24) month period, all names, shall be purged from the lay-off recall list and shall be considered 'terminated'.

7.3 Except in the cases where the lay-off is caused by matters outside the Authority's control, each affected employee shall receive a minimum of two (2) weeks of advance notice of lay-off. Qualified employees will be recalled in order of seniority. No new employees shall be hired within twenty-four (24) months unless all qualified employees on lay-off status shall have been afforded a recall notice. The period of lay-off shall not be included as a period of service or employment and therefore shall not be considered in computing seniority.

7.4 The Authority and the Union recognize that promotional opportunity should increase in proportion to the length of seniority. The intent will be that whenever practicable, consideration shall be given to seniority in such cases. In recognition, however, of the responsibility of the Authority for the efficient administration of its operations, it is understood and agreed that in all cases of promotion the following factors shall be considered;

however, only when factors a), b), and d) are equal shall continuous service be the determining factor:

- a) Ability to perform the work
- b) Physical ability to perform the work
- c) Continuous service
- d) Past performance

7.5 A vacancy, if the Authority elects to fill it, shall be filled from among the sufficiently qualified employees, if any. If the authority determines that there are no sufficiently qualified regular employees, it may in its sole discretion, fill the vacancy from among other employees or non-employees.

7.6 A vacancy which is to be filled shall be posted on the bulletin boards at the treatment plant and compost facility for a period of seven calendar days before the position is allocated to anyone. During this period, any employee who wishes to apply for the position may do so.

7.7 An employee selected to fill a vacancy shall have a period of twenty –eight (28) calendar days to demonstrate his or her capability. During said period either the Authority or the employee shall be entitled to elect to return the employee to his or her former position at his or her previous rate of pay. By agreement between the Authority and the employee, the time limit set forth in the first sentence of this paragraph may be extended.

7.8 All present employee's anniversary dates shall be the date of hire. Promotions shall not affect an anniversary date.



## ARTICLE 8 - GRIEVANCE PROCEDURES

8.1 A grievance is hereby jointly defined as any complaint or claim that a specific provision or provisions of this Agreement have been breached or improperly applied. All grievances, as herein defined, shall be settled in the following manner:

### STEP 1

The Union Steward, at the written request of the aggrieved employee, may complete and file a Step 1 grievance form which shall be presented to the employee's immediate supervisor within ten (10) working days of the date of the act or occurrence giving rise to the grievance (or in the case of claimed failure to pay an employee at the correct rate or for the correct number of hours, within ten (10) working days after delivery of the employee's direct deposit statement reflecting such incorrect pay. The supervisor shall attempt to address the matter and shall respond in writing to the Union Steward within ten (10) working days thereafter.

### STEP 2

If the grievance has not been settled, the Step 2 grievance form shall be presented in writing by the Union Steward to the General Manager or the General Manager's designee no later than ten (10) working days after the response was issued (or if no response was received, from the date on which response was due) under Step 1. The General Manager shall meet with the grievant and/or the Union Steward when practical, and within ten (10) working days after presentation of the Step 2 grievance form, the General Manager shall render a decision on the grievance.

### STEP 3

If the grievance still remains unadjusted after completion of Step 2, the Union Steward may present a Step 3 grievance form to the Chairperson of the Authority's Board of Directors by filing the Step 3 grievance form with the General Manager not later than ten (10) working days after the decision of the General Manager (or if no decision has been received, within such period after such decision was due).

The Board Chair or his/her designee shall schedule a Step 3 grievance hearing with the Employee accompanied by the Union Steward (s), AFSCME Representative or Grievance Committee as soon as is reasonably practicable. Following the Step 3 hearing, the Board Chair shall make every reasonable effort to settle the grievance. The Board Chair shall render his/her decision within ten (10) working days after the hearing was held.

### STEP 4

In the event that the grievance still remains unsettled, the Union may within forty-five (45) days proceed to file a written notice of their intent to pursue arbitration.

### STEP 5

Within fifty-five (55) days from the Step 3 denial date, the Union shall submit for the Authority's consideration no fewer than three (3) arbitrators. Within ten (10) working days receipt of such request, the Chairperson shall agree to a name suggested; reject all the names; or suggest alternate name(s). Failure by the Authority to respond or to request a time

extension shall mean any and /or all the names suggested by the opposite party are acceptable and the Union may name the arbitrator. If no agreement is reached on the arbitrator, the Union or the Authority may request the Maine State Board of Arbitration to hear the case.

Expenses for arbitrator services in the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

#### STEP 6

The arbitrator shall convene a hearing as soon as possible after his/her appointment, but not less than seven (7) calendar days after notice to each of the parties as to the time and place of the hearing, unless operating under established agency rules such as the AAA Rules of Procedure.

#### STEP 7

Unless otherwise specified by the arbitrator, the arbitrator shall make his/her findings and award within thirty (30) calendar days of the conclusion of the hearing, and shall render written findings and opinions on the issues presented, a copy of which shall be mailed to the designated representative for each side. The decision of the arbitrator shall be final and binding on both parties.

The time limits set forth in the steps of the grievance procedure are intended to be strictly adhered to. Therefore, they shall not be waived or set aside by an arbitrator, except for such good cause as he/she may find that constitutes a disability upon a party to adhere to these limits. It is agreed that the time limits herein shall be strictly adhered to unless waived and extended in writing and signed by a representative of both parties.

8.2 A failure to respond to a grievance at any step shall be deemed a denial of the grievance at that step.

8.3 The jurisdiction and authority of arbitrator shall be limited as follows:

8.3.1 The arbitrator shall have no power to ignore any of the specific provisions of this collective bargaining agreement nor to amend, vary or annul any of such provisions nor shall the arbitrator have any authority to supersede or overrule the decisions of the Authority with respect to any matter as to which judgment is involved or which is not covered by the specific terms of the Agreement.

8.3.2 Any questions in connection with the discipline, demotion or dismissal of any employee is limited, as herein before provided, to a determination of the commission of the offense or infraction charged and the arbitrators shall have no jurisdiction or authority to vary the nature and extent of the discipline imposed but only to determine whether the offense or infraction did, in fact, occur.

8.3.3 In the event that it shall be determined that an employee who has been suspended or discharged is not guilty of the offense or infraction charged, he or she shall be awarded back

pay for the work opportunity lost less any sums received by him or her from other employment or self-employment or any other source during the period of the suspension or the period following dismissal.

8.4 The decision of the arbitrator shall be final and binding upon all parties, subject to judicial review under the Maine Uniform Arbitration Act.

8.5 No grievance involving back pay shall have retroactive effect for more than the number of days allowed for filing a grievance in Step 1.

## ARTICLE 9 - WORK WEEK

9.1 The regular work week for Compost Facility Supervisor(s), Laboratory and Process Supervisor(s), Lead Mechanic(s), Compost Technician/Mechanic(s) Mechanic(s), Operations and Maintenance Specialist, and Operator(s), will be five consecutive days each consisting of eight (8) consecutive hours inclusive of one (1) twenty (20) minute lunch period and one (1) ten (10) minute rest break. Or alternate schedule as described in 9.2 (a).

9.1.A Operator(s), and Assistant Operator(s) who worked 44-hour schedules through December 31, 2010, age 54 or younger, may select cash stipends and/or 457 plan contributions from three options listed below and will remain eligible for this stipend, unless otherwise stated, through the year of their 60th birth date year or upon his/her separation or retirement, whichever comes first:

- OPTION A— employee may choose an annual payment of \$4,500 per year, deposited monthly into their 457 plan of choice.
- OPTION B—employee may choose an annual cash stipend of \$3,000 which shall be paid in monthly installments in combination with a 457-plan contribution of \$1,500 which shall also be made in monthly installments.
- OPTION C—employee may choose a yearly cash stipend of \$2,000, made in monthly payments, in combination with a 457-plan contribution of \$2,500 which shall also be made in monthly installments.
- The decision to select any of the options listed above may be changed annually by the employee and must coincide with the annual election time period requirements for health insurance benefits.
- Operations positions 54 years of age or younger shall be eligible for a full one-year payment of \$10,000 if they declare their intention to retire no later than January 31st of the year in which they shall achieve their 60th birth date and must retire within the first 180 days of the year. Payment of this incentive shall occur upon the issuance of the last paycheck.

All cash stipends or 457 contributions shall not be applicable to any employee hired to fill the vacant position of any employee currently eligible for the stipends or contributions listed in this section.

9.2 The Authority retains the right to require a work week other than the regular work week for some or all employees from time to time as its operations may require or may be necessary to impact efficient plant operations.

9.2 (a) Employees will have the ability to request an alternate work week other than the work week described in the preceding article 9.1. One written request per year, per classification must be made to the Authority and the Union 30 calendar days before the intended start of the alternate work schedule, and upon final approval by all parties involved, may remain in effect for a full calendar year. Holidays, vacation and overtime may be subject to change during the alternate work schedule period, which will be decided in advance by the Authority, Union and

Employee(s) and be a factor in final approval by all parties involved. The Authority, or Union will have the ability to terminate the Alternative work schedule for the remainder of the agreement by submitting written notice to all other parties involved 2 weeks prior to the intended stop date.

9.3 The Authority's payroll period starts each Monday at 6:00 a.m. and extends until the next succeeding Monday at 6:00 a.m.

## ARTICLE 10 - OVERTIME

10.1 An employee shall be paid at the rate of pay of time and one-half his or her regular rate for hours worked in excess of forty (40) hours per week or any hours over the scheduled hours in any one day, provided that no employee shall receive both weekly and daily overtime on account of the same hours of overtime work. Time during which an employee is on vacation or holiday (or personal day), as permitted under this Agreement, in lieu of working scheduled hours shall be considered "time worked" for purposes of computing overtime, except as clarified below. It is further understood that the intent of this wording is that an employee will be paid at an overtime rate when that employee physically works beyond his or her scheduled hours in a single day as defined in article 9.1 or beyond forty (40) hours in a single work week. Additionally, employees working on holidays or weekends (Saturday or Sunday) will be paid at an overtime rate for all hours worked on those days and holiday hours will thus be paid at straight time. No employees will be paid an overtime rate during a week when no hours were physically worked, and overtime hours paid shall not exceed the number of hours physically worked within a given week.

10.2 Employees will be allowed to designate overtime hours worked as compensatory time at a rate of one and one half (1 and ½) hours for each hour of overtime worked when the employee clearly indicates the hours of overtime that are to be converted into compensatory time on the employee's time card prior to the end of the payroll period. It shall be agreed the meaning of "overtime hours worked" in this sub article shall mean that an employee must physically work hours in excess of his or her scheduled hours in a day or in excess of forty (40) hours in one week in order to designate overtime hours to be converted into compensatory time. It being agreed, however, that when an employee is paid for weekend or holiday hours, those hours are eligible to be comped. The use of compensatory time will further be limited such that no employee shall have accrued more than one hundred (100) hours of compensatory time at any time and all time earned must be taken in the year it was earned except employees will be allowed to carry over up to 25 hours of compensatory time into the next fiscal year. Employees will be allowed to be paid at their current straight time rate for any accumulated compensatory time or portion thereof twice in each year, the first opportunity being the last payroll prior to the Independence Day holiday, and the second being the last payroll prior to the Thanksgiving Day holiday. Any compensatory time not used prior to the last payroll of the year will be paid in the employee's last paycheck of the year, except employees will be allowed to carry over 25 hours of compensatory time into the next fiscal year.

10.3 Compensatory time shall be limited such that use of compensatory time shall not be used to fulfill "time worked" requirements for computing daily overtime. Compensatory time will be used to fulfill time worked requirements for computing weekly overtime according to the 40-hour criterion. Further, in a week during which an employee uses accrued compensatory time, no further compensatory time may be designated to be accrued until after the employee has physically worked a minimum of 40 hours. Any use of compensatory time shall be approved in advance by the Authority.

10.4 All employees realizing that employment with the Lewiston-Auburn Water Pollution Control Authority is their primary employment will be expected to work overtime in an emergency when requested for up to two (2) hours unless a qualified substitute is available or unless the employee has a personal emergency which would make it unreasonable to remain at work. Any employee working four (4) continuous hours of unscheduled overtime immediately following the regularly scheduled work shift shall be paid eight dollars (\$8.00) as a meal allowance. This meal allowance shall not apply to a recall or previously scheduled overtime.

10.5 When sick leave fill-in is necessary, the low hours pin wheel rotation system will be used. The bargaining unit employee determined to be qualified by the Authority management with the lowest accumulated hours of sick leave fill-in will be called, then the qualified person with the next lowest accumulated hours will be called and so on until a replacement is found. If no one accepts the fill in time, then the qualified person with the lowest hours that was reached, if work schedule allows, must fill in the sick time. The pin wheel rotation will be utilized on a weekly basis ending each pay period beginning at the bottom (or person having worked the least hours and proceeding through all personnel as described above). The hours of accumulation will run from January 1 to December 31 of each year. At the start of a year, the rotation will start off by a seniority basis, the senior person (if determined to be qualified to perform the task) will be called first and rotating through the list until a replacement is contacted. The accumulated hours listing sheet will be used until the next sheet replaces it, regardless of sick leave fill-in worked during that week.

10.6 When maintenance overtime or overtime for truck driving is determined by the Authority to be needed, it will be offered according to the "maintenance overtime rotation" as follows:

Maintenance overtime Rotation: A schedule will be developed beginning with the first full work week after ratification and Board acceptance of the contract for 2021 and at the beginning of the year in 2022 and 2023, which will set weekly lists for offering overtime except as described in the paragraph above. For the first week, the employees in the positions of Mechanic, Compost Technician/Mechanic, Operations and Maintenance Specialist and Lead Mechanic will be listed with the most senior employee on the bottom and progressing through to the least senior employee. Each succeeding week the employee on the bottom of the list will move to the top of the list and every other employee will move down one position. This procedure will repeat each week until the schedule for the entire year is developed. When maintenance overtime is determined by the Authority to be needed, or truck driving overtime is needed the opportunity to work the overtime will be offered to the employee on the bottom of the list first and proceed vertically upward until all the overtime opportunities are accepted. If the overtime is not filled by the Mechanic, Compost Technician/Mechanic, Operations and Maintenance Specialist and Lead Mechanic, the overtime shall be filled according to the following order 1) Other Union Employee determined by the Authority to be capable of performing the assignment prioritized by seniority (when employees on the rotation have either been asked and declined or have not been able to be reached) 2) The Authority may then elect not to perform the work or a portion thereof, 3) Offered to any eligible, capable and properly licensed non-union employee, 4) the employee lowest on the rotation may be

required to accept the overtime. The order of the rotation will not be affected by hours worked or declined.



## ARTICLE 11 - CALL-BACK TIME

11.1 When an employee is called upon to work remotely outside of his or her scheduled hours, he/she will receive a minimum of two hours straight time for the first hour. All other time worked after the first hour shall be at time and one-half (1 ½) pay.

If the employee returns to work outside of his or her schedule hours, the employee will receive a minimum of two (2) hours of time at time and one-half (1 ½) pay.

11.2 Article 11.1 shall not apply to situations occurring within one (1) hour before or one quarter (1/4) hour after the employee's regularly scheduled work day but does not negate the Employees right to be paid overtime for the actual time worked prior to or after his/her regularly scheduled work shift.

## ARTICLE 12 - ON CALL TIME

12.1 During periods when no employees are working at the wastewater treatment facility, it will be necessary to have an employee on call. The employee on call will be given the SCADA laptop computer and the pager that is programmed into the SCADA system to be dialed first in the event of an alarm condition. For each five (5) hour period or portion thereof that an employee is on call, the employee will be paid at a rate of ½ hour the employee's regular pay. An employee will only be considered to be on call when there are no employees working at the wastewater treatment facility, except that during periods when work is being done at the facility outside of normally scheduled hours (per section 9.1), the employee will be paid for on call time regardless of employees working at the facility.

12.2 In the event of an alarm condition, the employee will be paid for a call back according to the provisions of Article 11.1 in addition to the employee's on call pay.

12.3 On call coverage will be scheduled for one-week blocks consisting of seven days. An employee may find another employee to provide on call coverage as outlined in sub sections 12.4 and 12.5 when approved in advance by the employee's supervisor, or in the supervisor's absence by the assistant General Manager or General Manager and provided that arrangements are made for the transfer of the pager and remote access device. In all cases, however, one employee will be responsible for all on call coverage required in any 24-hour period (6:00 a.m. to 5:59 a.m.) However, substitution of partial days of on call coverage will be permitted.

12.4 On call coverage will be scheduled at the beginning of each calendar year to assign coverage for the entire year. All regular employees in the positions of Operator and Operation and Maintenance Specialist will be assigned coverage on the basis of seniority. In the first year of a contract, the most senior employee will be assigned the first whole week following ratification of the new contract, then the next most senior employee will be assigned the second week and so forth until all employees in the above positions have been assigned one week of coverage. The assignment of on call coverage will then be repeated in this fashion until all weeks for the year have been assigned. Subsequent years on call coverage assignment will start where the year preceding it left off. It is agreed that the employees wishing to fill the on-call coverage may, at the beginning of the year (or within two weeks of contract ratification), agree to an alternate schedule that will be followed throughout the year unless conditions change as determined by the Authority management and as agreed by the local union leadership. As an example, such condition may be a change in the group of employees eligible for on call coverage during the year.

12.5 Substitution for on call coverage will be according to a low day's pin wheel rotation. Any day, or portion thereof, of substitute coverage will be counted as a day of substitute coverage without regard to the number of hours covered or the compensation received by the employee. The employee having the fewest days of accumulated substitute on call coverage will be offered the opportunity to substitute first. If the employee does not wish to take the on-call coverage, the person with the next fewest days of substitute on call coverage will be

offered the opportunity and so on until all eligible Union employees have been offered the opportunity for the substitute on call coverage. Should the employee not find another employee to voluntarily provide the on-call coverage, the coverage will remain the responsibility of the originally scheduled employee. At the start of each year the rotation will start off on a seniority basis with the most senior employee being given the first opportunity for substitute on call duty and progressing sequentially through all employees in the positions listed in sub article 12.4 to the least senior employee in the listed positions. The accumulated-on call days list will be updated weekly with any week's list being used until a new sheet is posted, regardless of the days of substitute coverage provided by any employee between postings.

12.6 Employees will be expected to answer calls coming in to the paging system during the time that they are on call and referring those calls to the Facility Emergency Response Coordinator, Pretreatment Coordinator, Assistant General Manager or General Manager. Any changes in duties of on call employees shall be jointly agreed to by the Union and the Authority.

## ARTICLE 13 - HOLIDAYS

13.1.1 The following days shall be recognized by the Authority.

New Year's Day  
Martin Luther King, Jr. Day  
Patriots Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Presidents Day  
3Personal Holidays (normal daily schedule hours)

These personal holidays may be taken when accrued hours are available as follows:

- a) As hours off from work with the same number of hours of pay, or
- b) As a working day plus normal daily schedule hours as additional hours of straight time pay.

13.2 In order to qualify for pay for any such holiday, an employee must work any scheduled hours 24 hours prior to and 24 hours after the holiday, and must be on the Authority's active payroll during the month during which the holiday occurs; provided that an absence excused in advance by the Authority, in its sole discretion, shall not cause a loss of holiday pay, it being agreed that the exercise of discretion in any such case shall not be subject to grievance or arbitration.

13.3 With the exception of the Personal Holiday a regular full-time employee who qualifies for holiday pay shall receive payment equal to eight hours of regular straight time pay except as specified in articles 13.2, 13.6 and 13.8.

13.4 When, for any reason, an employee works on a holiday, such employee shall be paid at a rate of time and one-half for hours worked on the holiday plus his or her regular holiday pay, and therefore shall not be allowed another day off in substitution therefore.

13.5 The Authority will not be staffed on either Thanksgiving Day or Christmas Day. Any time offered on Thanksgiving or Christmas for such purposes as completing laboratory analysis or recording plant data shall be offered to the operations team based on seniority and when determined to be qualified by Authority management. If the staffing on either Thanksgiving or Christmas Day is offered and remains unfilled, then the authority may offer

the assignment to other bargaining unit employees, when determined to be qualified by the authority management, on the basis of seniority. If the staffing remains unfilled, then the Authority may require that the member of the operation team, having least seniority, fill such time.

13.6 Probationary employees will receive holiday benefits, or if they work on holidays, shall receive pay at the rate of time and one half.

13.7 When a holiday falls on a Saturday, all employees shall celebrate the holiday on the preceding Friday. When a holiday falls on a Sunday, all employees shall celebrate the holiday on the following Monday.

## ARTICLE 14 - VACATIONS

14.1 Employees will accrue vacation entitlement on a monthly basis with the total accrual each year as shown in the following table. The hours shown in parentheses indicate the maximum number of hours that may be carried by any employee (maximum accumulation at year end) while the bracketed { } numbers indicate the monthly accrual rate.

Years of Service	Hours of accrued per year (maximum accumulation at year end)
One to five (1 - 5)	96 hrs/yr (144 hrs) {8 hrs/mo}
Five plus to seven (5+ to 7)	120 hrs/yr (180 hrs) {10 hrs/mo}
Seven plus to fifteen (7+ to 15)	144 hrs/yr (216 hrs) {12 hrs/mo}
Fifteen plus to twenty (15+ to 20)	168 hrs/yr (252 hrs) {14 hrs/mo}
Twenty plus (20+)	192 hrs/yr (288 hrs) {16 hrs/mo}

14.2 In order to accrue vacation entitlement for any month, an employee must be paid for no less than eighty hours in that month.

14.3 Hours of vacation entitlement earned and accumulated in one month may be taken immediately upon accrual and are subject to standard approvals by management.

14.4 In order to maintain an efficient operation, all vacations will be subject to the Authority's approval, and it shall have the right to set the number of employees in each job classification who may be on vacation at the same time. Also, once a vacation has been scheduled and approved, it may not be changed except by mutual agreement between the Authority and the employee.

14.5 Should an employee be called off his or her vacation to work, such employee shall be paid at the rate of time and one-half for the time worked during the vacation period plus his or her regular vacation pay. Or, at the employee's option, the employee may choose to be paid at a rate of time and one half only and be allowed to take the vacation time at another time.

14.6 In the event of dismissal of an employee for any reason, or if an employee voluntarily leaves his or her employment, said employee shall be entitled to vacation pay for all unused vacation entitlement accrued in the preceding calendar year and pro-rated vacation credits accrued in the calendar year in which the employee is dismissed or voluntarily leaves.

14.8 In the event that an employee covered hereby dies during the term of this Agreement, the employee's accrued vacation credits, if any, shall be paid in the wage equivalent thereof to the Executor or Administrator of his or her estate.

## ARTICLE 15 - SICK LEAVE

15.1 Sick leave is a benefit intended to protect an employee's income, or portion thereof, during a period of temporary disability. Sick leave may only be taken when 1) on account of illness, an employee is incapable of performing his or her assigned tasks, or 2) the employee attends medical or dental appointments for the employee, the employee's spouse or children, or 3) to care for a legally dependent child, spouse or parent who is sick. or 4) an employee may donate up to 10% of their accumulated sick leave rounded down to the whole hour up to a maximum of 50 hours for each specific individual during their time of need.

The parties agree the donation of sick time will not be considered "use of sick time" for the purposes covered under the CBA. All employees donating or receiving sick time under this item 4 of article 15.1 agree to hold LAWPCA and the Union harmless from any unintended effects resulting from said donation. All parties agree that any leave is donated voluntarily and anonymously.

In order to donate leave to another employee an account must be set up for the receiving employee by the General Manager after having received approval of the Authority's Board of Directors.

15.2 Sick leave shall accrue for all employees scheduled to work 40 hours per week at the rate of eight (8) hours for each full calendar month of service, accumulative to a maximum of 1200 hours. Upon successful completion of the probationary period for new employees, they will be credited for sick leave accumulation as are regular full-time employees, retroactive to date of hire.

15.3 In order to accrue sick leave entitlement, an employee must be paid for a minimum of eighty hours during a month.

15.4 When an employee has exhausted sick leave benefits, if he or she is not able to return to work, the employee may take such vacation days, personal time, or compensatory time as he or she may have accrued.

15.5 No sickness benefit shall be paid to an employee injured as a result of employment by any other employer, or by working for pay as an independent contractor. Employees eligible to receive worker's compensation benefits for a service-connected injury will not receive sick pay or sick leave for any period of time that they are eligible to collect worker's compensation benefits except as provided for in article 24.6.

15.6 An employee who is prevented from reporting to work according to any of the first 3 reasons listed in Article 15.1 above shall report, in order, to the first to be reached of the Assistant General Manager or the General Manager (utilizing the cell phone numbers listed on the employee list) of their desire to use sick time no later than ½ hour before the employee's scheduled starting time. The employee is also to report which of the first three reasons in article 15.1 they are invoking and to provide whatever information may be helpful to the Authority in ascertaining the duration of the leave.

15.7 If it shall be determined that an employee has claimed sick pay for a period during which he or she did not meet any of the first 3 reasons listed in Article 15.1, he or she shall be subject to such discipline as provided in Article 6.

15.8 Employees other than full-time employees shall not be entitled to sick leave.

15.9 When an employee is absent on the day preceding or following a weekend, a holiday or a vacation and wishes to receive sick pay, the Authority reserves the right to require a certification by a doctor of medicine practicing in Androscoggin, Oxford, Franklin, Kennebec, Sagadahoc or Cumberland County that such absence resulted from any of the first 3 reasons listed in Article 15.1; provided, however, that such a statement of any hospital or clinic showing that such employee was treated as an inpatient or as an outpatient may be substituted for such doctor's certificate in the discretion of the employee involved. The determination of the Authority to require a certification hereunder shall not be subject to grievance or arbitration.

15.10 Any employee in good standing, upon retirement and eligible for retirement, will receive 50% of accumulated sick leave on separation from the Authority. In the case of an employee who dies while employed by the Authority, one hundred percent (100%) of the employee's accumulated sick time will be paid to the employee's estate.

15.11 Sick leave may be taken in increments of one tenth (0.1) of an hour.

15.12 In dealing with attendance problems, especially those involving an illness or physical or mental incapacity to report for work, the Authority will consider all the facts and circumstances of a particular case including an employee's overall attendance and performance records, reasons for missing work and the prospects for future improvement and maintenance of an acceptable attendance record. At its sole discretion, the Authority reserves the right to exercise discipline in dealing with absenteeism.

15.13 If an employee does not use any sick leave within a consecutive 90-day period, the employee will receive four (4) hours, of compensatory time off under the following provisions:

a) The compensatory credit is given annually at the end of the calendar year. All compensatory time earned under this article is to be used in the year following the year in which it was earned. Any unused compensatory time remaining at the end of a calendar year will be paid to the employee (at straight time) in the employee's last paycheck of the year. (for example, any sick comp earned in 2001 must be used in 2002 or it will be paid out as straight time in the last paycheck of 2002).

b) Any employee that has accrued 1120 of sick time hours as specified below and meets the other provisions of this article (15.13), will receive an additional four (4) hours of compensatory time for each ninety-day period that no sick time is used.



## ARTICLE 16 - BEREAVEMENT LEAVE

16.1 An employee shall be compensated at his or her regular rate for the time lost from the employee's normal straight time schedule for up to three days commencing with the day of the death of a member of the employee's immediate family. Exception: in the case of a parent, spouse, child, or step child, the bereavement leave shall be four (4) consecutive workdays. Any such bereavement leave shall be counted as working days starting with the date of death. In cases of special circumstances such as a delayed internment, the Authority may allow some of the bereavement time to be used at a later time in the year for that purpose.

16.2 The term "immediate family" shall be deemed to include only an employee's spouse, child, parent, step-parent, step-child, step-brother/sister, grandparent, brother, sister, parent-in-law, brother-in-law, or sister in-law.

16.3 Additionally, in the case of a parent, spouse, child, or step child, an employee having accumulated sick time may use such accumulated sick time in order to extend paid time away from work for bereavement to up to additional six (6) days.

## ARTICLE 17 - JURY DUTY

17.1 An employee in the employ of the Authority for a period of six months or longer and who is required to be absent from his or her duties to serve as a juror or as a witness called by the Authority will be paid by the Authority the difference, if any, between the employee's normal straight time daily compensation and the daily amount received or due from such duty.

17.2 Evidence of the amount received or due for jury duty must be submitted to the employee's supervisor not later than Monday of the week following receipt of such evidence.

17.3 It is understood that if such employee is temporarily relieved from his or her duties as a juror, the employee will contact his or her supervisor relative to the performance of the employee's work during such periods of relief. When such employee works for the Authority during this period, the employee will be paid his or her normal rate of pay for the hours worked, which will be in addition to the amount received for such jury duty. If the sum of the pay for hours worked and the pay for jury duty does not equal the employee's normal straight time daily compensation, the difference will be made up by the Authority. If the sum of said two amounts in any day is equal to or greater than the employee's normal straight time daily compensation, no additional payment will be made by the Authority.

17.4 The amount of benefit, if any, to be paid hereunder by the Authority shall be subject to the usual tax deductions.

## ARTICLE 18 - EXAMINATIONS

18.1 Physical, mental or other examinations required by a government body or the Authority shall be promptly complied with by each employee; provided, however, that the Authority shall pay for all such examinations required by it.

18.2 The Authority shall not pay for time spent in case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations in instances where time spent exceeds two hours, and in that case, only for those hours in excess of said two hours.

18.3 The Authority reserves the right to select its own medical physician or examiner. In the event of disagreement between the doctor selected by the Authority and the doctor selected by the employee, the Authority's and the employee's doctors shall together select a third doctor within thirty days, whose opinion shall be final.

18.4 The Authority is authorized to take any action it deems desirable based on reasonable understanding of the doctor's report and/or recommendations.

## ARTICLE 19 - LEAVE OF ABSENCE

19.1 An employee desiring a leave of absence without pay from his or her employment shall seek written permission from both the Union and the Authority. The maximum leave of absence shall be for twenty-one consecutive scheduled work days, and may be extended for like periods.

19.2 Permission for extension must likewise be sought both from the Union and the Authority.

19.3 The Authority shall not be obliged to grant a leave of absence, but shall give consideration to requests if they are consistent with the efficient and effective carrying on of the Authority's obligations.

19.4 During a period of leave of absence, an employee shall not engage in gainful employment unless advance written authorization shall have been given by the Union and the Authority. Failure to comply with this restriction shall result in complete loss of employee status and seniority rights for any employee involved.

19.5 Except as herein before provided, full seniority rights shall be maintained during a leave of absence and seniority shall accrue during such leave of absence unless stipulated to the contrary by joint decision of the Authority and the Union at the time of the granting of the leave of absence.

19.6 Failure to return to work promptly at the end of an authorized leave of absence or at the end of an authorized extension of a leave of absence unless prevented from returning by act of God or accident over which the employee has no control, shall constitute a resignation by the employee involved, and the employee shall lose all seniority and other rights in connection with his or her former employment by the Authority. In the event of a delay in return as authorized hereby, the employee shall give notice to the Authority by telephone, facsimile, or e-mail as soon as possible after the determination of need for the delay.

19.7 When requested by an employee the Authority may, in its sole discretion, grant a leave of absence not to exceed the number of hours an employee is scheduled to work on the day for which the leave is granted.

19.8 An employee serving as a member of the United States Armed Forces Reserves, who is called away from Authority work for training or a call to active duty will continue to accrue seniority for a period not to exceed 13 months. During this period, the employee will retain any accrued sick time, vacation time, and personal days, but will not continue to accrue additional vacation, sick, or personal time until the employee returns to work. Should a call to active duty last for more than 13 months, the Authority will discuss fair treatment with the Union, but shall not be obligated to any specific actions as a result of this sub article.

## ARTICLE 20 - HEALTH AND WELFARE

20.1 The Authority shall continue to participate under the Maine Public Employees Retirement System (Maine PERS, formerly the Maine State Retirement System) at levels heretofore in effect for all employees enrolled prior to December 31, 2015, however the Authority will no longer offer participation in Maine PERS to new hires.

20.2 Employees not participating in the Maine Public Employees Retirement System (Maine PERS) or Employees hired after December 31, 2015 will be given the opportunity to participate in the Authority's deferred compensation program with the International City Manager's Association Retirement Corporation under chapter 457 of the United States Internal Revenue Service Code (hereinafter "ICMA 457 plan"). The Authority will provide "matching fund contributions" equal to the percentage of wages contributed by employees up to 6% of that employees' wages. Employee contributions in excess of 6% will be allowed but will not receive any matching contributions above the 6% described above. All Authority contributions will be made into the Employee's ICMA-RC account.

20.3 Health Saving Retirement Accounts: The Authority will establish Health Savings Retirement Accounts such that employees having accrued hours of sick time as shown below will have the corresponding dollar value of the hours transferred to that employee's account. The number of hours thus transferred (or converted) will be deducted from the employee's accumulated sick time at the beginning of the Authority's fiscal year (currently January 1)

600 to 799 hours of accumulated sick time: 16 hours converted  
800 to 999 hours of accumulated sick time: 32 hours converted  
1000 to 1199 hours of accumulated sick time: 64 hours converted  
1200 hours of accumulated sick time: 80 hours converted

20.4 The Authority shall make available Maine Municipal Employee's Health Trust (MMEHT) PPO 500 plan and the Authority shall annually front load the Health Reimbursement Account (HRA) for all eligible employees as follows: ½ of the maximum out of pocket expense for single participants and for employee/child or family participants. Health insurance coverage under this section shall be available to all employees who elect coverage and shall become effective once all administrative and eligibility requirements have been satisfied. The Authority reserves the right to convert said coverage to another carrier which provides substantially equal or better coverage than that described herein. The HRA contributions must be considered when comparing the coverage provided herein.

20.5 For all employees hired prior to January 1, 2006, The Authority will pay towards the cost of Plan C-POS or PPO 500, 85% of the Plan PPO 500 premium cost in the categories of employee only, employee plus children, employee plus spouse or family. The provision for Authority payments applies to premium costs only and does not affect deductible payments, co-payments, or other out of pocket expenses for which the employee may be responsible under the MMEHT plan.

20.6 For All employees hired after January 1, 2006, the Authority will pay towards the cost of Plan C-POS or PPO 500, 80% of the Plan PPO 500 premium cost in the categories of employee only, employee plus children, employee plus spouse or family during the life of this contract.

20.7 The Authority will continue to support Employee Medical Reimbursement Accounts and Dependent Medical Care Accounts under section 125 of the internal revenue service code as has been in effect.

20.8 A regular employee who is covered by health insurance from another source and who would be eligible for insurance coverage if the alternate coverage were not available, or who chooses to be covered at a lower (less costly) category than that for which the employee is eligible, will receive payments in lieu of insurance for an amount of 1/3<sup>rd</sup> of the Authority's portion of the premium. Payments will be made in the employee's regular payroll checks. This change in payments will be effective as soon as possible after ratification and approval of the contract, but shall not be retroactive.

20.9 When two employees of the Authority are legally married to each other under Maine law, the Authority will provide 100% of the PPO500 premium cost for Married or Family coverage to the employees through coverage of the most senior employee of the married couple.

20.10 During any period of authorized leave of absence, an employee may continue his or her participation in the foregoing programs by paying to the Authority, in advance, the full cost thereof (i.e. both the Authority's portion and the employee's portion) pertaining to such period of leave of absence.

20.11 The Authority shall continue to participate in the federal Social Security System program.

20.12 The Authority will allow employees participating in the Maine Public Employees Retirement System (Maine PERS) defined benefit plan (traditional retirement plan) to contribute to an internal revenue service section 457 defined contribution retirement plan run by Maine PERS. There will be no matching contribution to the 457 plan from the Authority when employees participate in both the defined benefit and defined contribution plans.

## ARTICLE 21 - TRAINING

21.1 It is the policy of the Authority to provide training for its employees on a fair and equitable basis whenever reasonably consistent with its operational needs and budget limitations. Training may be in various forms, such as through providing opportunities to work in other job classifications, through offering special training opportunities on new equipment, through institution of safety training programs and demonstrations, through presenting group instruction on special equipment, and in other convenient situations. The availability of any training, its form and content, and the employees to whom it is to be offered are matters reserved to the sole discretion of the Authority; provided that the Authority shall consider relative seniority among other factors.

21.2 The objective of the Authority in providing such training is to present to its employees reasonable opportunities for self-improvement and potential advancement within the Authority's operations.

21.3.1 The cost of tuition, registration fees, lab fees, required textbooks and other required study materials will be reimbursed to a regular employee, to the extent of the net cost to the employee upon proof that the employee has satisfactorily completed a job-related course approved in advance by the Authority in accordance with its rules and regulations.

21.3.2 Maine Wastewater License certification - Subject to the General Manager's approval of course, time and location, courses which are eligible to attain 18 hours of course time required to obtain or maintain a valid Maine Wastewater license shall be paid by the Authority (including travel) for classes in addition to the cost of tuition, registration fees, lab fees, and required textbooks which will be reimbursed to a regular employee, to the extent of the net cost to the employee upon proof that the employee has satisfactorily completed a job-related course approved in advance by the Authority in accordance with its rules and regulations. If approved classes are scheduled outside of regular work hours the employee will be paid for all hours in attendance at their regular hourly rate and may request that any overtime be converted to comp time.

21.3.3 As all LAWPCA employees regularly work at a fixed location, the following travel reimbursement policy shall apply if the employee travels to another town/city and returns home the same day for all work and training considered by the Authority General Manager to be authorized training that is part of the employees job description: The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

21.3.4 Training travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. Any General Manager authorized training or conference time that is considered to be part of the employee's job description, shall be compensated as not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. LAWPCA will not consider as work time that time spent in travel away from home outside of regular working hours as a driver/passenger on an airplane, train, boat, bus, automobile or similar forms of transportation.

21.4 In the case of graded courses, satisfactory completion shall be defined as receipt of a passing grade. In the case of non-graded courses, satisfactory completion shall require full attendance at all sessions.

21.5 All employees hired after January 1, 2006 will be required to obtain and maintain a grade one or higher wastewater treatment plant operator's license from the State of Maine within one year of their date of hire. The time allowed to fulfill this requirement may be extended on the sole discretion of the Authority General Manager when reasonable efforts have been made by the employee to obtain a wastewater treatment plant operators license. For those employees hired after January 1, 2006, when an employee has sufficient experience per MRSA 0699-531 (the DEP rules for wastewater treatment plant operator's licenses) the employee shall be responsible to upgrade his or her license to at least the grade 2 level.

21.6 Employees acquiring and maintaining valid Maine Wastewater treatment plant operator's license will be paid, in the first payroll period of December, an annual stipend as shown below:

Grade 3: \$150.00  
Grade 4: \$200.00  
Grade 5: \$250.00



## ARTICLE 22 - UNIFORMS

22.1 The parties agree that it is a condition of continued employment to wear uniforms. Such Uniforms shall be purchased by the employee using his/her clothing allowance.

22.2 The Authority will provide to each employee required to wear a uniform, a clothing allowance/stipend of six hundred and fifty (\$650) each year. The clothing allowance shall be paid to the employee in two separate checks of three hundred and twenty-five dollars (\$325) each issued the first pay period after January 1 and July 1.

22.3 Each employee shall maintain his or her uniform in serviceable, neat, and clean condition.

22.4 Any employee exposed to operations or construction shall wear safety toe shoes. The Authority will contribute up to two hundred and twenty-five dollars (\$225.00) toward the purchase of safety shoes; purchase to be made through or upon written authorization of the Authority. The Authority, in its sole discretion, may furnish replacement shoes on a more rapid schedule, on a case by case basis.

22.6 The Authority reserves the right to provide a pro-rated clothing allowance (based on the number of months worked).

22.7 The Authority Uniform shall be blue or black pants and blue shirts and other outer wear (such as coats and sweatshirts). Employees will be required to be in a presentable uniform free from major stains and holes (unless approval is granted by the Authority during a task which, by its nature, is likely to cause further staining or damage to the uniform) during all hours of on-site work hours with the exception of Article 29.2 (j).

## **ARTICLE 23 - SANITARY CONDITIONS**

23.1 The Authority agrees to maintain a clean sanitary washroom having hot and cold running water with toilet facilities, lockers and showers.

23.2 The Authority agrees to maintain the existing washer and dryer so long as it is reasonably feasible to do so.

## ARTICLE 24 - INDUSTRIAL ACCIDENTS

24.1 The Authority will provide Workers' Compensation coverage in accordance with the laws of the State of Maine to bargaining unit employees who sustain injury or compensable illness while working for the Authority.

24.2 Any employee involved in any accident while engaged in Authority employment shall immediately, if possible, report said accident and any physical injury sustained.

24.3 When required by the Authority, the employee, before starting his or her next shift, shall make out an accident report in writing on forms to be furnished by the Authority and shall turn in a list of all available names and addresses of witnesses to the accident.

24.4 The Authority agrees that the employee injured in an industrial accident shall suffer no loss of pay for time missed from work on that day; provided, however, that such employee shall be required to return to work after treatment if at least one hour remains before the end of the employee's scheduled work shift.

24.5 When receiving Workers' Compensation, the employee will continue to accrue seniority for a maximum period of twelve (12) months and the Authority, during this period, will maintain the employee's health insurance coverage as provided in this contract will enjoy paid holidays and accrue pension benefits. Should the employee be unable to return to work after 12 months from the date of the original occurrence, the employee shall be considered voluntarily terminated and the position vacated.

24.6 Any employee who sustains a personal injury or compensable illness arising out of and in the course of employment with the Authority shall be paid workers' compensation benefits and upon request of the employee may be paid sick leave benefits to the extent of accumulation for the difference between Workers' Compensation payments and regular weekly wages. The Authority reserves the right to assign employees receiving Workers' Compensation benefits to light duty in order to reduce or eliminate such payments as soon as practicable.

24.7 The Authority agrees to continue the existence of the Safety Committee, which shall meet at least six times per year.

## **ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE**

25.1 If an Article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which it has been restrained shall not be affected thereby.

## **ARTICLE 26 - DELEGATION OF AUTHORITY**

26.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Authority, or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Authority to follow its provisions in the exercise of the authority conferred upon it by law.

26.2 All provisions of this Agreement notwithstanding, the laws of the United States of America, the State of Maine, the Charter of the Authority and the reasonable rules and regulations of the Authority shall in all instances control and prevail.

## ARTICLE 27 - WAGES

Wages effective January 1, 2021 shall be as follows:

2.75											
Grade	1	2	3	4	5	6	7	8	9	10	11
A+	\$25.38	\$25.87	\$26.38	\$26.90	\$27.42	\$27.97	\$28.50	\$29.07	\$29.65	\$30.23	\$30.83
A	\$24.35	\$24.84	\$25.35	\$25.87	\$26.40	\$26.94	\$27.48	\$28.04	\$28.63	\$29.20	\$29.80
B	\$23.15	\$23.62	\$24.11	\$24.60	\$25.10	\$25.62	\$26.14	\$26.67	\$27.22	\$27.76	\$28.34
C	\$21.77	\$22.21	\$22.67	\$23.13	\$23.60	\$24.08	\$24.58	\$25.08	\$25.58	\$26.12	\$26.64

Wages effective January 1, 2022 shall be as follows:

2.75											
Grade	1	2	3	4	5	6	7	8	9	10	11
A+	\$26.08	\$26.58	\$27.10	\$27.64	\$28.18	\$28.74	\$29.29	\$29.87	\$30.47	\$31.06	\$31.67
A	\$25.02	\$25.53	\$26.05	\$26.58	\$27.12	\$27.68	\$28.23	\$28.81	\$29.41	\$30.00	\$30.62
B	\$23.79	\$24.27	\$24.77	\$25.27	\$25.79	\$26.32	\$26.86	\$27.41	\$27.97	\$28.53	\$29.12
C	\$22.37	\$22.83	\$23.29	\$23.77	\$24.25	\$24.75	\$25.25	\$25.77	\$26.29	\$26.84	\$27.38

Wages effective January 1, 2023 shall be as follows:

2.75											
Grade	1	2	3	4	5	6	7	8	9	10	11
A+	\$26.79	\$27.32	\$27.85	\$28.40	\$28.95	\$29.53	\$30.09	\$30.69	\$31.31	\$31.91	\$32.54
A	\$25.71	\$26.23	\$26.76	\$27.32	\$27.87	\$28.44	\$29.01	\$29.60	\$30.22	\$30.83	\$31.46
B	\$24.44	\$24.94	\$25.45	\$25.97	\$26.50	\$27.04	\$27.60	\$28.16	\$28.74	\$29.31	\$29.92
C	\$22.99	\$23.45	\$23.93	\$24.42	\$24.92	\$25.43	\$25.95	\$26.48	\$27.01	\$27.58	\$28.13

27.3 The Union positions at the Authority shall be classified according to the following pay grades: Compost Facility Supervisor, Operations and Maintenance Specialist, and Laboratory and Process Control Supervisor will be pay grade A+; Lead Mechanic will be pay grade A; Operator will be pay grade B positions; Compost Technician/ Mechanic and Mechanic will be pay grade C positions.

27.5 An employee who is promoted shall be advanced to step 1 of the classification to which he/she is being advanced. Should such action result in less than a five percent (5%) increase in pay, the employee shall be advanced to the applicable step of the rate range to which promotion will result in the employee being given at least a five percent (5%) increase.

27.6 All employees are employed at the hourly rates of pay shown on the respective tables.

27.7 Each employee not on the top step of their respective pay scale shall be moved to their next step on their anniversary date in 2021, 2022 and 2023.

27.8 When an Employee is temporarily assigned to a job in a higher pay classification by the Employer, the Employee shall be paid on a step in such higher classification that results in at least a five percent (5%) pay increase. No Employee will be paid above the rate for the highest step in the position they are filling. Such assignment shall be subject to the following restrictions:

1. Temporary assignments will not be restricted to unit positions.
2. Higher pay will not be effective until service in the higher classification for more than five (5) consecutive hours.
3. After five (5) consecutive hours of such service, higher pay shall be retroactive to the first hour of such service.
4. In order to be eligible for higher pay, the assigned Employee must perform a majority of the responsibilities assigned to the higher classification.

Article 27.9 When a union employee is directed by the Authority management to perform the duties of a non-union position for seven (7) or more hours in a work day, the employee so assigned will receive a daily stipend of \$50.00.

## ARTICLE 28 - DURATION OF THE AGREEMENT

28.1 This Agreement shall be effective upon ratification by the Union Membership and the Board of Directors of the Authority.

28.2 This Agreement shall remain in full force and effect until December 31, 2023 and it shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred twenty days (120) prior to December 31, 2023 or to December 31 of any subsequent year, that it desires to modify this Agreement.

28.3 This Agreement shall remain in full force and be effective during any period of negotiations and until a new agreement is executed.

28.4 Should the Union, during a period of negotiations, give a notice of termination of this Agreement, such notice shall operate as an indication by the Union that it no longer desires to represent the employees of this bargaining unit.

28.5 In the event that notification is given under section 28.2, the rates of pay actually paid during the last pay period of the agreement shall continue to be paid during the period of negotiations. Likewise, those non-wage benefits shall continue in effect at the same level as the last pay period of the agreement. However, the retroactivity of any increased costs in continuing benefits into the successor agreement shall be subject to negotiations.



## ARTICLE 29 - MISCELLANEOUS

29.1 With respect to any subject referred to herein, no past practice, custom or usage, nor any pre-existing rule, regulation or policy shall give rise to any obligation to continue the same in effect nor to create any right in or on behalf of the Union or any member of the bargaining unit; it being intended that only the rights of the Union and/or of members of the bargaining unit with respect to subjects referred to herein, shall be those expressly set forth by the specific written provisions contained in this collective bargaining agreement.

29.2 Past practices which the Authority currently intends to continue in effect are as follows:

- a) The use of radios in work areas as long as the volume is not excessive and the employees are not distracted from their work.
- b). Employees will be allowed brief trips off site when permission is granted verbally by the employee's supervisor for the purpose of purchasing lunch or items to consume at rest breaks and similar minor personal errands to the extent that such trips are minimized in both time and number to a reasonable level.
- c) Reasonable personal telephone calls provided that no toll charges shall be charged to the Authority telephone number, and all personal phone calls must be limited to a reasonable duration and frequency and not adversely affect the employee's work or that of other employees.
- d) When an employee is required by the Authority to obtain a truck driver's license, the permit and examination fees will be paid by the Authority.
- e) When an employee attends the fall and/or spring meetings of the, Maine Water Environment Association, the employee's registration and meals, and the cost of group mileage will be paid by the Authority, subject to the availability of funds in the Authority budget and the employee must make a reasonable effort to attend a full schedule of training sessions.
- f) Yearly membership dues in the Maine Water Environment Association will be paid for all union members who wish to become members, subject to the availability of funds in the Authority budget.
- g) Mileage will be paid and an employee will lose no pay for being absent to take the state wastewater treatment plant operators' examinations.
- h) When an employee takes all of the employee's scheduled hours in a given week off as authorized vacation and makes a request sufficiently in advance to enable the Authority to do so, it will pay for the shifts, in advance, on the pay day preceding the vacation.

j) Employees will be authorized to shower not before 15 minutes of the end of their shift with the following exception: If the employee has been in contact with a level of chemical/biological contamination that exceeds normal work conditions, the employee may shower as needed.

k) When a union employee helps to fill in duties normally undertaken by the Assistant General Manager, that employee will be allowed to work up to one additional hour beyond the union employee's normally scheduled day at an overtime rate of pay (1 and 1/2). Prior Authorization must be granted by the Authority management if the additional time needed to complete work duties extends beyond one hour.

29.3 Authority non-union supervisors will not perform work of the bargaining unit when bargaining unit employees are ready, willing and able to perform such work.

29.4 Neither the Authority nor the Union shall discriminate against any person on any basis prohibited by any state or federal law; provided, however, that violations of this action shall not be subject to the grievance procedure and the parties shall have recourse exclusively to the statutory relief provided under any such law.

29.5 Up to two members of the union negotiating team shall be permitted to attend negotiating sessions at mutually agreed upon times. A third member may be permitted to attend so long as the negotiating session does not interfere with the work schedule and does not result in overtime wages.

29.6 All employee payroll checks shall be issued by direct deposit.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several copies, each of which shall be deemed an original, by their duly authorized representatives, at Lewiston, Maine, this 31 day of December, 2020

THE LEWISTON-AUBURN WATER POLLUTION CONTROL AUTHORITY

By: Mark Adams  
Mark Adams  
Chairman

By: Travis Peaslee  
Travis Peaslee  
General Manager

COUNCIL NO. 93, AFSCME, AFL-CIO

By: Sylvia Hebert  
Sylvia Hebert  
AFSCME Representative

By: Warren Burnham  
Warren Burnham  
Shop Steward

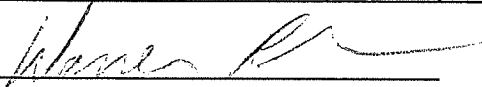
By: Dave McNally  
-Dave McNally  
Alternate Steward

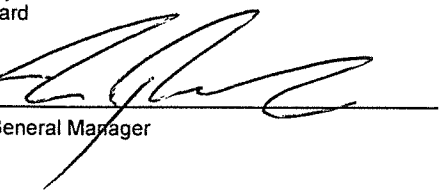


1/21

Name	Position	Step	Ann Date
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D. Cook	CFT/Mech	C	11	30-May
W. Burnham	O&M Spec	A+	6	12-Nov
J. Haley	Mechanic	C	1	23-Jun
W. Cwik	operator	B	10	19-Nov
S. Lagasse	operator	B	10	7-Jul
M. Melanson	Mechanic	C	4	7-Nov
T. Jacobs	Mechanic	C	9	13-Nov
T. Lester	operator	B	3	9-May
E. Cavers	Lab Super	A+	4	2-Jan
D. McNally	Lead Mech	A	4	17-Jul

Signature:   
 \_\_\_\_\_  
 Union Steward

Signature:   
 \_\_\_\_\_  
 LAWPCA General Manager

