

The Boothbay Region Water District  
Collective Bargaining Agreement With  
Teamsters Local Union No. 340  
For the period of  
January 1, 2022 to December 31, 2024

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into between the Boothbay Region Water District, hereinafter referred to as the "DISTRICT" or "EMPLOYER," and Teamsters Union Local 340 hereinafter referred to as the "UNION".

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

## **ARTICLE 2 - RECOGNITION**

The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and working conditions for all its eligible employees within the staff bargaining unit in the District. This unit contains the classifications of Chief Treatment Plant Operator, Plant Operator, Distribution Foreman, Customer Service Representative, Utilities Technician (Licensed and Unlicensed), and Assistant Foreman/Special Projects. The District Manager shall be the administrative head of the District and shall be referred in this contract as the Manager.

## **ARTICLE 3 - UNION SECURITY**

Membership in the Local Union is not compulsory. Membership in the Local Union is separate and distinct from employment in the bargaining unit. The Local Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not just for members in the Local Union.

This Agreement has been executed by the Employer recognizing that the Union is the choice of a majority of employees in the bargaining unit. In this regard, employees may elect to accept the provisions of either Sections 1 or 2 below.

### Section 1 - Union Membership

All employees who are members of the Union as of the date of this Agreement, and all employees who hereinafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing, so long as they remain a member in the Union for the duration of this Agreement.

### Section 2 - Indemnification

The Union shall indemnify, defend and hold the employer harmless from any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the employer in making payroll deductions of Union membership dues, fair share fees, and/or any other fees or monies made pursuant to the provisions of this Section, or for any liability that may arise from acts of the employer which result from its reliance on the representation of facts by the Union.

#### **ARTICLE 4 - CHECK-OFF**

The District shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the District) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The District shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the fifteenth of the month following the month in which deductions were made. The Union shall indemnify and save the District harmless against all claims and suits that may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE national headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

The District retains all rights and authority to manage and direct the Water District, its operations, and its employees except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the District to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The District agrees to forward copies of said rules and amendments thereto to the designated Union Steward.

#### **ARTICLE 6 - ACCESS TO PREMISES**

Authorized representatives of the Union may enter District premises during normal working hours for the purpose of investigating pending disputes and for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged by the permission of the Manager and shall not interfere with departmental operations. The District may require the showing of positive identification.

#### **ARTICLE 7 - STEWARDS AND ALTERNATES**

- A. The District recognizes the right of the Union to designate one (1) Steward and one (1) Alternate. The authority of the Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
  2. The collection of dues authorized by appropriate Local Union action;
  3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages

and information have been reduced to writing.

- B. The time spent by the Steward or Alternate during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the District Manager and shall be limited to two (2) hours per week for the Steward and Alternate combined. The Alternate shall serve only in the Steward's absence from work for his or her shift. Such time spent in the duties and activities described in this Article shall be considered time worked.
- C. During the term of this contract (January 1, 2022 to December 31, 2024), the District will allow the designated Steward up to two days with no loss of pay for the sole purpose of participating in Steward training programs sponsored by the Union provided the District receives thirty (30) days advance notice of the program from the Union.

#### **ARTICLE 8 - BULLETIN BOARDS**

The District agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

#### **ARTICLE 9 - GRIEVANCE PROCEDURES**

A grievance is hereby jointly defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement.

- A. The aggrieved employee(s) must present the grievance in writing to the Shop Steward or Alternate within five (5) working days of knowledge of the grievance or the reason for which the grievance has occurred.
- B. The Shop Steward, or Alternate, with or without the employee(s), shall take up the grievance with the Manager, within ten (10) days after its presentation by the aggrieved employee(s). If the Manager and the Steward have not resolved the grievance within ten (10) days after the meeting with the Manager, the Shop Steward shall submit such grievance, in writing, to the Union Business Representative and Manager within ten (10) days. The Manager will respond in writing within five (5) working days of receipt of the grievance.
- C. In the event the decision of the Manager rendered pursuant to subsection (B) hereof is not acceptable to the Union, the Union Business Agent may, within five (5) days after the written response of the Manager is due, contact the Water District Trustees to arrange a meeting date to discuss the matter. Within three (3) working days after such meeting (ten (10) working days if economic issues) the Trustees shall render a decision on the grievance.
- D. In the event the decision of the Trustees rendered pursuant to subsection (C) hereof is not acceptable to the Union, the Union may, within ten (10) days of the receipt of the decision file a written request for grievance arbitration of the issue. If the District and the Union cannot agree upon the selection of an arbitrator within ten (10) days from the receipt of the Union arbitration request, the party(s) shall request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or

subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted to him/her by the parties, and shall have no authority to make a decision on any other issue not so submitted.

- E. The Arbitrator's decision shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.
- F. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the District and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator(s).
- G. The time limits for the processing of a grievance may be extended by written consent of both parties. All grievances shall be initiated not later than thirty (30) days after the occurrence of the event giving rise to the grievance (forty-five [45] days if economic issues are involved).
- H. The Manager shall provide to the Local Union or its authorized representative time sheets and other records pertaining to the computation of compensation of any person whose pay is in dispute or records pertaining to a specific grievance.
- I. Should the District feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the District may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated in Step (D).

## **ARTICLE 10 - WORK RULES AND REGULATIONS**

The District may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules or amendments thereto shall be posted on the bulletin board or notified in writing via the employee mailbox or e-mail prior to becoming effective. It shall be the responsibility of the employees to read the bulletin board and e-mail daily.

Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations that the District may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All suspensions and discharges shall be for cause and will be stated in writing, and shall be forwarded to the affected employee, the Union Steward, and the Union within five (5) days of the date action was taken.

All District vehicles will be operated in accordance with State of Maine rules, laws and regulations (including but not limited to mandatory seat belt use, speed limits, traffic ordinances, etc.). The use of street vehicles is authorized to "on-call" employees. Vehicles used by "on call" personnel may be used for personal use in accordance with guidelines developed by the District Manager.

### **Personnel Records:**

- A. Oral and written reprimands placed in an employee's file shall be purged from the file if no recurrence of the disciplinary action is received by an employee within a twenty-

four (24) month period. If an employee is disciplined a second time for a similar offense, both disciplinary actions shall remain in the employee's file and will not be purged.

- B. Upon request, an employee shall have the right to inspect his/her official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the District. An employee shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection. A log shall be maintained in each personnel file of documents contained in the file and shall reflect dates reviewed by the employee and documents copied by the employee. The District shall not be held liable for Confidentiality for the contents of any documents copied or removed from the personnel file by the employee.
- C. An employee shall have the right to include in his/her personnel records written refutation of any material he/she considers to be detrimental. Any employee written refutation contained in a personnel file may be removed by the employer under the same time line and conditions as contained in paragraph A. above.

#### Disciplinary Action:

Disciplinary action or measures shall include the following with the understanding that the measures to be taken will be dependent on the severity of the cause and that not all steps are required to be taken: Oral Reprimand, Written Reprimand, Disciplinary Probation, Suspension, and Discharge.

### **ARTICLE 11 - SEPARATION**

Upon separation, the District shall pay to the employee all wages owed and any vacation pay which is due. Such wages and accrued vacation pay will be paid at the next regular pay day provided that all issued equipment, tools, or clothing has been returned.

In all cases of voluntary separation, the employee shall provide the District with written notice of intent to terminate employment, whenever possible, ten (10) working days prior to such termination.

### **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

It is recognized that employees' daily and weekly schedules and assignments are based on the operational requirements of the District and are subject to change. The District shall have the exclusive right to make any such change or changes and shall make every attempt to notify affected employees in advance whenever possible.

The normal workday shall consist of eight (8) hours and the workweek shall consist of forty (40) hours. For payroll purposes, the work week shall begin at 12:01 A.M. (midnight) Wednesday and end at 12:00 A.M. (midnight) the following Tuesday. Subject to supervisor approval, flexible work schedules may be adopted, such that an employee might work more than 8 hours one day and less than 8 hours another day. Overtime will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all hours actually worked beyond the normal work week within a one-hundred and sixty-eight (168) hour period.

For the purposes of Article 12, hours actually worked shall not include National

Guard or reserve time, vacation time, sick time, bereavement leave and premium wages paid equivalent to at least one and one half (1 1/2) times the regular hourly rate of the employee.

A. Call-outs

Employees not designated on call who are called out for emergency work shall be guaranteed a three (3) hour minimum per call out, and shall be paid at a rate of time and one half (1 1/2) their regular hourly rate. Any hours actually worked beyond the three (3) hour minimum will also be paid at time and one half the employee's regular hourly rate. Continuation of scheduled hours shall not be considered a call out nor shall a work schedule adjustment to include working at an earlier or later hour.

B. On Call Time

Qualified employees shall share on-call duties on a rotating one-week basis. Employees on call shall remain within the Town limits of Southport, Boothbay, Boothbay Harbor, Newcastle, or Damariscotta at a location where they can be reached by cellular telephone.

Employees of the Treatment Plant only shall be in a location where they can respond to the Plant within one (1) hour.

Employees assigned on call shall receive eight (8) hours of pay per week of on call duty. Any employee assigned on call in a week in which a holiday occurs shall be paid one (1) additional hour of pay. In the event that an on-call employee notifies the employer of illness, the employer shall designate another person to be on call. The on-call pay shall become a pro-rata of the weekly on call rate. The employee originally scheduled to be on-call shall have their on-call rate reduced by the amount paid to the employee called in to cover the on call assignment. Should a pattern of illness on weekends occur the employee(s) can be required to provide evidence of illness and if abuse is demonstrated, an employee may be subject to disciplinary action.

The Manager shall determine how many employees and which employees shall be designated as on-call.

An employee shall not be entitled to perform such duty nor shall he/she be entitled to its pay benefits while he/she is on vacation or sick leave. In these instances, the employee scheduled to be on call shall make arrangements with the Manager to have another employee perform the on call function.

In the event of a main break, employees called out will be provided a meal for every six (6) hours of work only after scheduled working hours.

C. Summer Schedule

For employees assigned to a division that by majority vote opts to work a summer schedule, the parties agree to implement a Summer work schedule. This schedule shall be for 40 hours per week in four 10 hour work days. The Summer schedule shall start on approximately May 1st and end the work week directly following Labor Day, subject to operational needs. The times of the work day shall be discussed and established each summer by the District and the Union. Overtime will be paid consistent with the language contained in this article. A holiday occurring on a normal work day while on this schedule

will be compensated at 10 hours. Vacation occurring on a normal work day while on this schedule will be compensated at 10 hours as well but will be treated as the use of 1.25 vacation days.

### **ARTICLE 13 - SENIORITY**

- A. The District shall establish a seniority list naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Said list shall be amended as circumstances warrant.

Seniority for the purposes of this Agreement shall be interpreted to mean the length of continuous service in unit only from date of last permanent hire. Seniority shall be a factor taken into consideration in all matters affecting promotions, if eligible employees are otherwise substantially equally qualified, and shall be the controlling factor in all matters affecting vacation preference, lay-off and recall, subject to ability to perform the particular job.

- B. In the event it becomes necessary for the District to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification (with bumping rights) provided those employees remaining are capable of performing efficiently the available work without the benefit of training. All affected employees shall be recalled in the reverse order of lay-off, provided such employees are capable of performing the available work. The affected employee has recall rights to twenty-four (24) months from the date of such lay-off. The affected employee shall file in writing his/her then mailing address and telephone number, if any, with the Manager at his/her office and shall be obligated, as a condition of his/her recall rights for said twenty-four (24) month period, to continue to inform the Manager in writing of any change thereafter. If the District recalls an employee, they shall notify said employee by certified letter and said employee shall notify the Manager in writing within ten (10) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within fourteen (14) days of giving notice to the District of his/her desire to return to work.
- C. The seniority list shall be posted on the District bulletin board within thirty (30) days after the signing of this Agreement and confirmed copies thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Manager, or his/her designee, within ten (10) days from the date posted or it shall stand as accepted and shall take full force and effect.

### **ARTICLE 14 - JURY DUTY PAY**

The District shall pay an employee for jury duty the difference between his/her regular pay and juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during normal shift hours.

### **ARTICLE 15 - HOLIDAYS**

The following days and no other shall be recognized as holidays for Water District employees:



1. New Year's Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Indigenous Peoples Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. ½ Christmas Eve Day
11. Christmas Day
12. ½ Windjammer Day
13. Personal Days - two (2)
14. Martin Luther King Day

Compensation:

Every full-time employee shall be entitled to the above designated holidays on the following terms:

- A. If paid on an hourly basis, he/she shall be granted the designated holiday and receive one day's pay at his or her regular rate based on the number of hours regularly worked on the day on which the holiday occurs;
- B. If paid on a weekly basis, he/she shall be granted each designated holiday without loss of pay;
- C. In the case of emergency, employees agree to work up to the full day on Windjammer Day without additional compensation.

Personal Days:

Personal Days shall be granted with approval of the ~~Manager~~ <sup>Supervisor</sup> which approval shall not be unreasonably withheld or delayed. Employees should provide as much advance notice as reasonably possible of their desire to take a personal day.

*Supervisor* *MW*  
*PCA*

Weekend Holidays:

If an authorized holiday falls on a Saturday, the preceding Friday shall be the legal holiday for all employees. If it falls on a Sunday, the following Monday shall be the legal holiday for all employees.

Holiday On-Call Pay:

The one hour spent checking the District System by the on-call person on the mornings of Thanksgiving, Christmas, and New Year's Day shall be compensated at 1 ½ times his/her normal rate of pay.

Holiday During Vacation:

An employee shall be granted an additional day of vacation, if while on vacation, a designated holiday occurs.

1/2 Windjammer Day:

The day and time on which the 1/2 day Windjammer Day holiday is celebrated shall be mutually determined by the Manager and the Union Steward.

Eligibility:

Employees who are sick on the day before or day after a holiday shall produce a sick slip signed by a doctor in order to be eligible for payment for the holiday.

#### **ARTICLE 16 - VACATIONS**

All full-time employees are entitled to eleven (11) working days vacation between six (6) months and one (1) year of employment and twelve (12) working days during their second year of employment. Vacation is posted at the beginning of the year in which it is earned. Each successive year of employment results in one (1) additional vacation day per year up to a maximum of twenty (20) days per year, except that following an employee's 20<sup>th</sup> work anniversary date, the employee shall earn additional vacation at the rate of one additional day of vacation day per year up to a maximum of twenty-five (25) days of vacation per year.

The District will advance vacation and post vacation entitlements on the employee's vacation account on his/her anniversary date. The calculation shall be based upon the employee's starting date of employment. Vacation must be used in the year following the posting, except that a new employee shall not take any vacation until he/she has completed six (6) months of continuous employment. Vacation shall be earned for each year of service. Upon separation the employee will receive a pro rata share of his/her vacation posting according to how much vacation has actually been earned. If the employee has used more vacation than he/she has earned, he/she shall make restitution to the District.

A maximum of ten (10) days accumulated vacation time may be carried over into the following year.

An employee may receive his/her vacation pay in advance provided he/she notifies the Manager's office seven (7) days in advance of the scheduled vacation.

#### **ARTICLE 17 - SICK LEAVE**

The purpose of sick leave is to ease the financial burden of illness. An employee may be granted sick leave for personal illness and injury or for medical and dental appointments and to attend to family medical matters. An employee on sick leave should immediately inform his/her supervisor or the Manager's office of the reason for his/her absence. Failure to do so may be cause for denial of sick leave with pay.

Employees shall be entitled to one (1) workday per month sick leave starting from the first day of employment. The maximum amount of unused sick leave that may be accumulated is sixty (60) days. Employees may not use accumulated sick leave until they have completed six months of continuous employment.

When an employee accrues more than sixty (60) days sick leave as calculated on January 1, he/she shall receive pay for one-half the number of sick days over sixty (60) and the balance shall be lost, thereby reducing his/her sick leave to a maximum of sixty (60) at the beginning of each year. No sick leave pay shall be paid an employee upon

termination of work from the District. Employees may utilize up to sixty (60) (working) days of accumulation as credit for time worked at retirement.

When an employee is absent more than three (3) days during any work-week due to illness or injury, he/she shall submit a physician's statement to the Manager to certify the reason for his/her absence. Employees taking sick leave the day before or day after a holiday shall submit a physician's statement. In addition, whenever abuse of sick leave is suspected, the Manager may require proof of illness. Failure to present physician's statements in the above instances shall be cause for denial of sick leave pay.

Injury or illness intentionally self-imposed or resulting from the use of drugs or alcohol shall not be considered a proper claim for leave under this article.

If an employee within this unit uses no more than three (3) days of sick leave during a fiscal year, that employee, at the end of that period, shall receive a \$350 bonus. The fiscal year begins July 1 of each year and ends on June 30 of each year. The three (3) sick days shall, for the purpose of computing the bonus only, be exclusive of overnight stays in a hospital and legitimate Workers' Compensation injuries and illnesses, and illnesses that require an employee to be absent for 20 or more consecutive working days.

#### **ARTICLE 18 - BEREAVEMENT**

In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include parents, brothers, sisters, parents-in-law, and grandparents, or other relative living in the immediate household.

In the case of a spouse or child, it shall be limited to a maximum of ten (10) working days leave of absence with full pay. In the case of a death of a spouse or child the employee may access sick leave for additional bereavement leave with the approval of the Manager.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

A regular employee may be granted a leave of absence without pay when approved by the District Trustees but for a period not greater than six (6) months that may be extended with permission. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. The Union shall be notified, in writing, or by e-mail by the employee, to the Administrative Manager of any such leave of absence within one (1) week of the effective day, if possible. If, due to emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter. The leave of absence shall be used for the purpose for which it was originally approved.

Full seniority rights shall be maintained during a leave of absence. Failure to comply with the provisions of this Article shall result in the loss of seniority rights. Employees may choose to continue insurance benefits for the duration of the leave of absence by assuming both the Employer and employee contribution. Employees on leave of absence may not accrue any benefits.

Family Medical Leave – The District recognizes and agrees to adhere to the provision of the Family Medical Leave Act. The District reserves the right, as outlined in the law, to designate a qualifying leave as leave under the Family Medical Leave Act.

#### **ARTICLE 20 - MILITARY LEAVE**

Full-time regular employees who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such employees will receive pay while on military leave, not to exceed ten (10) working days per fiscal year. While on leave the employee shall accrue sick and annual leave and seniority during such periods of absence not to exceed seventeen (17) days. All military duty must be authorized by the Governor under the provisions of the National Guard Defense Act, or under the authority of the Armed Forces Reserve Regulations.

#### **ARTICLE 21 - RESIDENCY**

All persons subject to this Agreement shall, as a condition of employment, within their initial six (6) months of employment, will reside within the town limits of Southport, Boothbay, Boothbay Harbor, Damariscotta, Edgecomb, or Newcastle

#### **ARTICLE 22 - INSURANCE AND PENSIONS**

(See APPENDIX B "Insurance and Pensions" to this Agreement)

#### **ARTICLE 23 - WAGES**

(See APPENDIX A "Wages and Merit Pay Plan" of this Agreement)

#### **ARTICLE 24 - COMPENSATION CLAIMS**

The District agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The District shall continue to provide Workers' Compensation protection for the duration of this Agreement.

In the event that an employee is injured on the job, the Employer shall pay such employee his or her regular (40 hours) wages for the period of time lost due to that work-related injury. This period of time is defined as the time prior to the employee's receipt of a payment from Workers' Compensation or a denial of the workers' compensation claim.

An employee who has returned to his/her regular duties after sustaining a compensatory injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during his or her regularly scheduled working hours shall receive his or her regular hourly rate of pay for such time.

If the injury is deemed to be compensatory in full or in part, the employee shall reimburse the Employer for the payments made prior to the first workers' compensation payment. If the injury is, in full or in part, deemed not to be work-related, the Employer will deduct all payments made from the employee's available sick time, compensatory time or vacation time until all wages paid by the Employer during the period of time are reimbursed.

## **ARTICLE 25 - UNIFORMS AND EQUIPMENT**

The District will provide employees with a uniform service. In addition, the District will provide Unit members with work boots, short sleeve shirts, rain gear, insulated coveralls, and a winter jacket. Requests for replacement of these items will be made to the Manager who will handle purchases. Up to four (4) pairs of gloves will be provided to Unit members and replaced on an as needed basis. Replacement for lost gloves shall be at the Manager's discretion. Uniform pants shall be provided at the option of the employee who may choose blue jeans or dark blue dickeys. This uniform allocation does not apply to administrative personnel or Customer Service Representative.

The Customer Service Representative will be provided with five (5) pairs of pants which by choice will be blue jeans or dark blue dickeys, three (3) shirts, and three (3) sweatshirts of a style and design as determined by the Manager.

All items that the District can reuse shall be returned upon separation of employment.

Employees shall return worn-out articles of clothing and equipment prior to receiving new uniforms and equipment.

Any employee required to use their personal vehicle in the course of their work, who is required to participate in training or attend a conference, or for other use authorized by Manager, shall keep a record of mileage driven. A signed voucher shall be submitted to the business manager for audit and payment at the current allowable IRS rate per mile.

The District will provide employees with any required safety equipment. Employees who are provided with this safety equipment must use the equipment as intended. The District and the Union will agree upon an established base price for the equipment and employees may purchase equipment that exceeds that price by making up the difference.

## **ARTICLE 26 - NO STRIKE CLAUSE**

The employees covered by this Agreement agree that during the life of this Agreement, they shall not engage in: a work stoppage, a slowdown, a strike, or the blacklisting of any public employer for the purpose of preventing the filling of employee vacancies.

## **ARTICLE 27 - PROBATIONARY PERIOD**

The first six (6) months of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required. The District may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement up to the first six (6) months.

## **ARTICLE 28 - NON-DISCRIMINATION**

The District and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, disability, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate, or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin, age, disability, or

condition of handicap, except where based on a bona fide occupational qualification.

The District and the Union agree that there will be no discrimination by the District or the Union against any employee because of the employee's lawful activity and/or support of the Union.

An employee may choose to use the grievance procedure to pursue any alleged violations under this article or may choose to pursue the matter through the Maine Human Rights Commission or the federal or state courts, but shall be limited to only one of these actions.

#### ARTICLE 29 - SEPARABILITY OR SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The District and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

#### ARTICLE 30 - TRAINING AND CERTIFICATION

Refer to APPENDIX A "Wage and Merit Plan". Employees should refer to job descriptions for license and certification requirements.

#### ARTICLE 31 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall be scheduled by mutual agreement. This Agreement shall remain in full force and be effective during the negotiations and until notice of termination of this Agreement is provided to the other party as follows:

In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than ten (10) days prior to the desired termination date set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26<sup>TH</sup> of OCTOBER, 2021, to be effective as of January 1, 2022.

Boothbay Region Water District:

*Gerald J. Gandy*  
\_\_\_\_\_  
\_\_\_\_\_

Teamsters Union Local 340 affiliated with  
the International Brotherhood of  
Teamsters.

*Brett Mills* 10/26/21  
*Dan Hoern* 10/26/21  
*Charm Jones* 10/26/21

**APPENDIX A - WAGES AND MERIT PAY PLAN**

- A. All unit members will receive a cost of living (COLA) adjustment equal to the percentage increase in the CPI-U, Federal CPI-U for the preceding for the preceding October 1 to September 30 twelve month period, with a maximum increase of four percent (4%). The COLA shall be calculated from the year ending December 31st wage each year hereafter for the term of this contract.
  
- B. In addition to the COLA each employee is eligible to receive a Merit Performance wage increase which shall be calculated from the December 31st year ending wage and be effective on January 1 of 2022, 2023 and 2024. The Merit System to read as follows:

Merit increases shall be based upon annual employee performance evaluations. The Water District will determine the policy guidelines and the format under which evaluations shall be carried out and documented.

The following schedule sets out the merit pay percentage and scores required for each category. The percentage earned shall be calculated against the employee's December 31st year ending wage. The amount will be combined with the COLA and the December 31st wage to establish an adjusted wage for the subsequent year.

SCORE	MERIT % INCREASE
Above 95	3.5%
90+ to 95	3.0
85+ to 90	2.5
80+ to 85	2.0
75+ to 80	1.0
75 & Below	0.0

Evaluations shall be performed by the appropriate supervisor and all evaluations shall be reviewed and approved by the Manager.

Evaluations shall be based upon individual performances and the results and the merit increases shall not be subject to the grievance procedure nor shall discipline result from a poor evaluation.

A resultant wage increase from the merit program is over and above the yearly cost-of-living adjustment.

C. Bonuses:

1. Licenses and certifications contained in the classification job descriptions are considered a requirement and condition of employment and are not subject to a bonus.
2. Employees who successfully complete a class 4 Distribution or Treatment Operator license shall receive fifty additional cents per hour (\$.50) for each license. That stipend shall be paid for as long as the employee maintains that level of certification.
3. The District Manager has the discretion to provide up to a \$250.00 bonus on a one-time basis for instances where an employee/employees were able to make a suggestion or provide an idea that results in significant cost savings for the District in providing better service.
4. One-time bonuses will be paid to employees in a separate check from their normal payroll check.

D. The District will provide direct deposit services for payroll purposes and all employees must enroll in direct deposit. Although the normal payday is Thursday, employees will have their check posted to their account on Fridays.

E. Paycheck Errors

Paycheck errors when there is no dispute over the question shall be corrected within 24 hours.

F. As Foreman:

The employee holding the position of Assistant Foreman shall be paid an additional One Dollar (\$1.00) per hour.

G. New Hire:

A new hire wage rate for entry level positions will be no greater than 90% of the lowest paid union member with at least three (3) years service regardless of classification. In the event a position is needed to be filled by a highly skilled person, the Manager will compensate the new hire at a rate no greater than 90% of the existing highest paid unit member. The new employee would be eligible to receive, from the Manager, up to a 3% discretionary wage increase at the end of the six (6) month probationary period. Subsequent wage increases shall be subject to the COLA and Merit System.



H. Wage Rates :

Each union member shall have a Merit Performance Evaluation prior to the end of each calendar year for 2022, 2023 and 2024.

- I. Essential Worker Pay: Upon declaration of a State of Emergency by the Governor of the State of Maine, prohibiting all but essential workers from working, all employees shall receive an additional shift differential of \$2.00 per hour for all hours actually worked during the period the Emergency Order is in effect.

## APPENDIX B: INSURANCE AND PENSIONS

### INSURANCE

- A. The Water District shall provide Allegiant Care OAPA8 which shall go into effect on January 1, 2015 and offer the following:

Health Insurance: The Town agrees to provide Health Insurance for its covered employees as a participating Employer through Allegiant Care specifically schedule A with Vision Dental and Prescription.

Employer agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant Care, and further that employer will be bound by the terms of the provision of the Trust Indenture of Allegiant Care and any and all amendments thereto as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

Employer agrees to pay 100 % of the annual premium for the Single, Double, and family plans for the life of this contract.

- B. If an employee can prove to the Employer's satisfaction that they are covered by equivalent health insurance coverage elsewhere, the employee may cash out the insurance policy at fifty percent (50%) of the premium cost of single policy coverage for the Comprehensive Point of Service Plan. The insurance buy-out shall be paid on a monthly basis. Employees as of January 1, 2002 utilizing this option shall be grandfathered to 50% of their documented status (single, two person, family) of the cost for the Comprehensive Point of Service Plan.
- C. The Water District shall pay the cost of single membership for employees at the local YMCA. Employees must provide evidence of a good faith effort to have participated in a physical fitness program.
- D. RETIREMENT/PENSIONS
- E. As of January 1, 2002 the Water District's Retirement Plan shall be the Maine State Retirement System and employees hired after January 1, 2002 shall be a member of the Maine State Retirement System as a condition of employment.

1. Current employees may purchase previous earned time back to:
  - a) Their date of employment or January 1, 1988 whichever is more recent.  
OR
  - b) The date they withdrew their contributions from the Maine State Retirement System while an employee of the Boothbay Harbor Water System.
2. Purchasing eligible earned time shall be a one-time option. Those electing to do so may transfer the required funds from their existing 457 Deferred Compensation Plan without penalty or elect another means as allowed by the State.
3. The existing Maine State Retirement Plan of record requires 25 years of service with age requirements. The Water District Trustees shall apply to the State to alter

the plan on July 1, 2002 to a Special Plan with retirement at 25 years of service and no age requirement.

4. As of January 1, 2002 the Water District's Deferred Compensation Plan will be through the State of Maine.
  - a) Balance of funds in ICMA shall remain vested to the employee.
  - b) Employees as of January 1, 2002 who do not elect the Maine State Retirement System shall have 10% of wages contributed to the Water District's elected 457 Deferred Compensation Plan (State of Maine).
  - c) For employees as of January 1, 2002 who elect the Maine State Retirement System, the Water District shall also contribute 5% of wages to the State of Maine 457 Deferred Compensation Plan. Employees may, by choice, make additional contributions to the 457 Plan through payroll deduction.
  - d) Employees hired after December 31st, 2001 shall be in the Maine State Retirement System. In addition the Water District will match up to a 5% contribution to the State of Maine 457 Deferred Compensation Plan. Employees may, by choice, make additional contributions to the 457 Plan through payroll deduction.
  - e) The total optional amount of employee contributions and use or transfer of funds shall be in accordance with Federal Retirement Laws.
  - f) The District will withhold all taxes on retirement and pension contributions and benefits in conformance with applicable State and federal laws.